~~Deeds~~ Bills of Sale - farm equipment
ingredient 1855-79

Division of Fence between Anna Pollard 2
& Owen Garland

To Anna Pollard of Mount Washington

Having viewed and surveyed the fence between your enclosure and that of Owen Garland in said Mount Washington which of right you ought to maintain & having found said fence out of repair and [illegible] apparent we hereby direct you to repair & rebuild said fence in fifteen days from the date hereof according to law

Owen Garlands [illegible] said fence commences at the corner [illegible] stone lot in the west line of the highway thence east twenty five and one half rods to a heap of Stones

Anna Pollards Share of said fence begins at the above mentioned heap of Stones thence East twenty five & one half rods near a bar way

Given under our hands at Mt Washington this 28th day of May 1870

D. P. Turner Fence
J. H. Patterson Viewers

Recorded by

Wm. F. Whitbeck
Town Clerk

Will

Know all men by these presents that Zerujah Perry of Stockbridge by Frederick Perry my agent for and in consideration of One Hundred and Five Dollars to me in hand paid by the Copake Iron Works of Copake. N.Y. the receipt whereof I do hereby acknowledge Do give Grant Sell and Convey unto the said Copake Iron Works their Successors or assigns. One pair of Staggs which I have this day bought of Luther B Race.
To have and to hold the said cattle to them the said Iron Works their Heirs or Assigns forever. The condition of the above Mortgage is that whereas Zerujah Perry by her agent F. Perry has received certain advances or payments and is to receive certain other advances or payments hereafter upon certain coal contracts
Now therefore if the said Zerujah Perry shall perform said contracts and refund all said advances heretofore or hereafter made according to the true legal tenor of said contracts then this instrument shall be null and void otherwise to be and remain in full force and virtue
Dated this thirty first day of August 1855
Signed & Sealed in presence of Ira Lawson } Frederick Perry agent L S

Recorded Sept. 3rd 1855 at Six by the clock PM.
By Horace M. Lawson
Town clerk protem pore

4

Know all men by thes presents that I William Dean of Mount Washington county of Berkshire and State of Massachusetts in consideration of Five Hundred Dollars to paid by Albertina S Underhill & John Key Mattison of the city and State of New York partners under the firm of Underhill & Mattison the receipt whereof I do hereby acknowledge Do hereby give grant sell and convey unto the Sd Underhill & Mattison their Executors Administrators & assigns forever the personal property hereinafter Described to wit ÷ 4 Maple bed steads 4 Straw Mattresses 4 Hair Mattresses 4 Bolsters 8 feather Pillows 4 Mersailes Quilts 4 pair Blankets 6 Wood Seat Stools 6 Wood Seat arm chairs 4 Wash Stands 18 Wood Seat chairs 5 Mahogany framed Looking glasses 16 yds of Oil cloth 5/4 wide 8 yds Oil cloth 4/2 wide 12 yards 4/4 check India Matting 1 Lounge 4 Tables 3 pair Window Shades 2 Stoves and pipe and Cooking utensils attached 1 Sett of Crockery the value of Sixty Dollars 1 Refrigerator Bar and fixtures 10 Decanters 3 doz tumblers 1 Wagon & Harness Lot of Table Linen & Napkins to the value of About twenty Five Dollars All of the Said articles being now in the Said Deans possession in the Town of Mount Washington

To have and To Hold the above granted property to the Said Underhill & Mattison their Executors Administrators and Assigns to their use forever

Provided Nevertheless that if the said Dean his Executors Administrators or Assigns pay to the said ~~[illegible]~~ Underhill & Mattison their Executors Administrators or Assigns the Five Hundred Dollars on Demand then this instrument as also one certain Note of Even date herewith given by the said William Dean to the said Underhill & Mattison to pay the aforesaid Sum to the order of Underhill & Mattison at the time aforesaid shall be void otherwise to remain in full force

In Witness whereof I the said William Dean have hereunto set my Hand & Seal this twenty first day of September in the year of our Lord Eighteen Hundred & fifty five

Signed Sealed & delivered in presence of
Sam B Sumner

William Dean L.S.

Recorded September twenty second 1855 at twenty minutes to 1 by the clock P.M.
By Horace N. Saunders
Town Clerk Protempore

Know all men by these presents that I Peter Funk of the Town of Mount Washington County of Berkshire and State of Massachusetts in Consideration of Sixty Dollars to me in hand paid by Coonrod McIntyre of the Above said Mount Washington the Receipt Whereof is hereby acknowledged I do hereby Give Grant Bargain Sell & Convey unto the Said Coonrod McIntyre the following Described personal property Viz: One pair of Red three year old Stags being the Cattle I purchased of Said McIntyre Last Spring To have and To hold the above Granted property as above Sold and delivered to the Said Coonrod McIntyre his heirs and Assigns to his and their Sole use forever And I further Covenant to Warrant and defend the above Described property against the Lawful claims of all Persons

The Condition of this instrument is such that whereas the Said Peter Funk has this day Executed his promissory Note and thereby for Value Recd promised to pay Coonrod McIntyre or Bearer the Sum of Sixty Dollars and Interest in Six Months from Date Now if the Said Peter Funk Shall pay or Cause to be paid Said Note According to its Legal tenor then this instrument Shall be Void otherwise remain in full force

In Witness Whereof I the Said Peter Funk have hereunto Set my hand and Seal at Mount Washington this third day of Oct AD 1855

In presence of
Francis Fields

Peter Funk. L.S.

Recd & Recorded Oct 4th 1855 at 8¼ by the clock A.M.
By Horace M. Pawson
Town Clerk protempore

Know all men by these presents that I Henry P Meaver of Mount Washington County of Berkshire Commonwealth of Massachusetts in Consideration of One Hundred and Twenty Five Dollars paid by Landon & Co of Salisbury State of Connecticut the receipt whereof I do hereby acknowledge Do hereby Give Grant & Convey unto said Landon & Co their Executors Administrators and assigns for-Ever the following described property to wit

A pair of Brindle Oxen six years old now in possession of said Meaver. To have and To hold the aforegranted property to the said Landon & Co their Heirs Executors Administrators And assigns to their use forever. Provided Nevertheless that If the sd Henry P Meaver Heirs Administrators Executors or assigns pay the Sum of One Hundred and Twenty Five Dollars for Money advanced by Sd Landon & Co to said Meaver then this instrument as also a certain Note of Even date herewith shall be null and Void Otherwise to remain in full force

In Witness whereof I have hereunto Set My Hand and Seal this Fifth day of April Eighteen Hundred and Fifty Six

Henry P Meaver LS

Signed Sealed & delivered in presence of
Mr H Shoars

Recorded April Fifth AD 1856 at Eight by the Clock P M Attest

Horace W. Lawson
Town Clerk protempore

8 Know all men by these presents that I Frederick Perry Agent for Zerujah Perry of Stockbridge Mass In consideration of Two Hundred Dollars to me in hand paid the receipt whereof I do hereby acknowledge do, Give Grant sell and Convey unto Isaac C. Chesbrough of Copake New York the following personal property, to wit, now in my possession, Two Lumber Waggons Two truck Lumber Waggons Five Sleds for drawing wood & Common work, One Bay Bob tail Horse. All the Chains of Every description now in my Possession or on my premises One one Horse waggon. To have and to hold the above described property unto him the said Chesbrough his heirs and Assigns forever. And I do further Covenant to warrant & defend the same unto him the said Chesbrough his heirs & Assigns forever against the Claims and Demands of all persons whatsoever. The Conditions of the above Conveyance is such that whereas the said Frederick Perry Agent did Execute a Note to the Sd Chesbrough of Two Hundred Dollars payable on demand with Interest and Dated June 7th 1856 Now therefore if the said Frederick Perry Agent shall pay said Note according to its legal tenor then this instrument as also said Note shall be null & void otherwise be and remain in full force and virtue.

Signed and Sealed this Seventh day of June 1856

In presence of Frederick Perry Agent LS

M. L. Pomeroy

Recorded June 7th 1856 at one by the Clock and thirty Five minutes

By Horace M. Lamson

Town Clerk

Know all men by these presents That in Consideration of one dollar to me in hand paid The receipt whereof is hereby acknowledged I Frederick Perry by virtue of Authority vested in me by Zerujah Perry by her written instrument dated the Eleventh day of April 1856 and witnessed by James B. Ingersoll do hereby sell and Convey to William L. Pomeroy agent of Copaketon Works all the wood now Chopped and the Charcoal made therefrom Also One Thousand Cords of wood now standing on the Lands which the said Zerujah bought of Geo R. Ives to be Cut or disposed of by the Said William L. as hereinafter mentioned in this instrument The Condition of the above sale is such, That if the said Frederick shall well and truly pay the said William L. Pomeroy Agent by the first day of January next for all advances or payments he may make between this time and January 1st next to said Frederick Perry and shall also by the said first of January pay Isaac C Chesbrough all he may be indebted to him Either in his private Capacity or as Agent of for Zerujah Perry then the above sale is to be null and Void Otherwise to remain in full force & virtue Should however a ballance on said first of Jan. be due Either to said William L. or Isaac C. Chesbrough from said Frederick or Zerujah then the said William L. is hereby authorized to sell to the Highest bidder Enough of said wood to pay such Balance together with all Interest & Contingent Expenses Signed and Sealed in presence of this nineteenth of April 1856 Frederick Perry L.S.

L. Pomeroy

Recorded June 7th 1856 at one Oclock and forty minutes

By Horace W. Lawson

Town Clerk

10

Know all men by these presents that I Zerujah Perry of Stockbridge do hereby authorize and Empower Frederick Perry to manage sell mortgage or dispose of any (and all of my Personal property in Mount Washington together with all the Wood now Chopped also to Chop Sell or dispose of any of my Standing Timber ~~Meaning~~ on said place (Meaning my farm which I bought of Geo R. Ives) to receive payment for the same and to do all and any acts which I Could do in regard to said property

Signed and Sealed this Eleventh day of April 1856

In presence of Zerujah Perry L S

J. B Ingersoll

Recorded June 7th 1856 at Two by the Clock

Attest Horace W. Lamson
Town Clerk

12 Know all men by these presents that I William H. Hatch of Mount Washington in the County of Berkshire in Consideration of Eighty Five Dollars to me paid by Milo Tallmage of Egremont in said County the Receipt whereof I do hereby acknowledge do hereby give grant sell & Convey unto the said Milo Tallmage his Executors administrators & Assigns forever the following personal Property hereinafter Described to wit:— All my right and interest in all the Hay and Grain now being on the farm Occupied by me Situated in said Mount Washington Owned in Common with Chester Goodale, Also one Lumber Wagon One One Horse Harness One French Horse One One Horse Sleigh two cast Iron Ploughs one Corn Plow two Drags ~~two~~ Four draft Chains three Stake Chains Thirty Fowls Three Grain Cradles all now owned by me and situated upon the aforesaid Farm in said Mount Washington. To Have & To Hold all the aforegranted property to the said Milo Tallmage his Executors administrators & Assigns to their use forever. Provided Nevertheless that if the said William H his Executors administrators or Assigns pay to the said Milo Tallmage his Executors Administrators or Assigns the sum of Eighty Five Dollars in Sixty Days from the date Hereof with interest then this Instrument as also a certain Note of Even herewith Given by the said William H to the Sd Milo Tallmage to pay the sum afore said at the time afore said Shall be Void otherwise remain in full force and. In Witness Whereof I the Sd William H Hatch have hereunto set my Hand and Seal this twenty first day of October in the Year of our Lord one thousand Eight Hundred and fifty Six} Signed Sealed & Delivered in presence of

William H Hatch LS

Thom Turning

Recorded Oct 22nd 1856 at five by the Clock P.M.

Attest Horace W. Lawson Town Clerk

Know all men by these presence that I Henry P. Weaver of the town of Mount Washington County of Berkshire & Commonwealth of Mass. In consideration of fifty dollars to me in hand paid by William Wright Jr of the aforesaid Town County & State, the receipt whereof I do hereby give grant sell and convey unto the said Wm Wright Jr. One Bay Horse that I have this day purchased of the said Wright; and One Red two years old Heiffer that I Raised and now in my possesion, To have and to Hold the above described property unto him the said William Wright Jr his heirs Administrators or assigns forever, and I further covinant to warrant and defend the same to him the said Wright his heirs administrators and assigns forever against the claims and demands of persons whatever,

The conditions of the above conveyance is such that if the said Henry P Weaver shall pay a certain Note of fifty dollars with the Interest said Note being even date with this instrument the first day of January next, then this instrument shall be void. otherwise to remain in full force and virtue,

Dated Mount Washington June 17. 1858

Signed Sealed and delivered in presence of Mary C McElroy

Henry P Weaver L.S.

Recorded June 17. 1858 at 8 By the Clock A.M.

Attest John Dibell {Town Clerk

Know all men by these presents that I Levi Lawson of Mount Washington Massachusetts In Consideration of Two Hundred sixty three 67/100 Dollars to me in hand paid by Wm L Pomeroy Agent Cohoes Iron Works the receipt whereof I do hereby acknowledge do give Grant Sell & Convey to said William L Pomeroy Agent his successors or Assigns The following personal property now in my possession to Wit: One pair Red Staggs Two yearling Cattle one Cream Color & one Brown Two Two year old Cattle one red & one Black & White one Coal Wagon now in use one Spring Wagon one ox cart one Bay Horse The same that I bought of Wm L Roberts. To have & To hold the aforegranted Goods and Chattels to him the said Pomeroy his successors and assigns forever The Condition of the above Mortgage is that whereas the said Lawson has Executed a Note to the said Pomeroy Agent Dated October 6 1857 and payable on Demand with Interest on same from Date for Two Hundred Sixty Three 67/100 Dollars. Now if therefore if the said Lawson shall pay said Note according to its legal Tenor when demanded by said Pomeroy Agent then this instrument as also said Note shall be null & Void otherwise be and remain in full force & Virtue

In witness whereof I have hereunto set my hand & Seal this sixth day of October Eighteen Hundred & fifty Seven

Signed & Sealed in presence of — Levi Lawson . L.S.

I. C. Chesbrough

Ezra Billows

Recorded Oct 12th 1857 at Six by the clock A M

~~Attest~~ Horace W. Lawson
Town Clerk

Know all men by these presents that I Frederick Perry of the town of Stockbridge Mass in Consideration of an Indebtedness due from said Perry to Isaac C Chesbrough of the town Copake New York in addition to a mortgage held by said Chesbrough against said Perry and I the said Perry hereby sell & convey to the sd Chesbrough The following property One Blacksmith Bellows One large Anvil one vise One large Screw Plate & Dies together with all my Small Blacksmith tools also the Vat & Boiler for Steaming Shingle Blocks and all the cable chains on the premises supposed to be fifty feet or more

The Consideration of the above sale is such that if the said Frederick Perry his heirs or assigns or any person in his name shall pay the said Chesbrough whatever sum or sums may upon settlement be his due by the first day of December next then this instrument shall be void otherwise to remain in full force & virtue the said property to be used by the said Perry and to be in the care of William Wright Jr

In witness whereof I have hereunto set my Hand & Seal this twenty ninth day of May AD 1857

In presence of
William Wright Jr

Frederick Perry LS

Recorded May 29th 1857 at nine by the clock
Attest

Horace N Vanson
Town Clerk

Know all men by these presents that I Frederick Perry of the town of ~~Mount Washington~~ Stockbridge Berkshire County and Commonwealth of Massachusetts in consideration of Sixty five Dollars to me in hand paid by Hobbs Lincoln and Baldwin of the town of Nero Marlborough in said County the receipt whereof I do hereby give grant sell and convey unto the said Hobbs Lincoln & Baldwin the following personal property to wit:- One Shingle Machine & Jointer and all things pertaining to said Shingle Machine & Jointer excepting the Vat & Boiler it being the same machine and jointer that I purchased of said Hobbs Lincoln & Baldwin last year and is now ~~in~~ situated at my saw mill in Mount Washington The condition of the above sale is such that if the said Frederick Perry his heirs or assigns or any person in his name shall pay Hobbs Lincoln & Baldwin the same by the first day of April next then this instrument is to be void otherwise to remain in full force. The above property to be used by said Perry and to be in care of William Wright Jr

In witness whereof I have hereunto set my Hand and seal this 29th day of May AD 1857

In presence of
William Wright Jr

Frederick Perry LS

Recorded May 29th 1857 at nine by the clock AM
Attest Horace W. Lawson Town Clerk

Know all men by these presents that I
Henry P Weaver of the town of Mount Washington
in the county of Berkshire and Commonwealth of Massachusetts
in consideration of One Hundred and thirty Five Dollars
paid to me by William Rowe of the aforesaid town
County and Commonwealth the receipt whereof I do hereby
acknowledge do hereby grant bargain sell and convey
unto the said William Rowe the following personal
property to wit: One sorrel and one gray Horse they
being the Horses I now use. To have and to hold
the property aforegranted to the said William Rowe
his Executors administrators and assigns forever
and I do for myself my Executors and administrators
Covenant ~~to warrant~~ with the said William Rowe his
Executors administrators and assigns that I have good
right to sell ~~the same~~ and convey the sd property
to the said William Rowe & that I will warrant and
defend the same to the said Rowe his Executors
administrators and assigns forever against the lawfull
Claims and demands of all persons Provided Nevertheless
that if the said Henry P Weaver his Executors or
administrators pay to the said William Rowe his Executors
or Assigns the sum of One Hundred and thirty
five dollars by the first day of January next and interest
then this deed as also a certain Note bearing Even date
with these presents given by the said Henry P Weaver to
the said William Rowe to pay the same sum with interest
and at the time aforesaid shall both be void otherwise shall
remain in full force and vertue. In Witness whereof
I the said Henry P Weaver have hereunto set my
Hand and Seal this first day of July A D 1857
Signed sealed and
delivered in presence of Henry P Weaver L S
Wm H Weaver
Recorded July 13th 1857 at six by the clock A M
Attest Horace N. Lawson
Town clerk

Know all men by these presents that I William Rowe of Mount Washington County of Berkshire and Commonwealth of Massachusetts in consideration of One Hundred Dollars to me in hand paid by Landon Botsford & Co of Salisbury Connecticut the receipt whereof I do hereby acknowledge do hereby give grant Bargain sell and convey unto the said Landon Botsford & Co the following personal property to wit all the coal or cord wood now chopped on the Moore Farm so called situated in said town Mount Washington South of the Brook running through said land being about two Hundred Cords

To have and to hold the above described property as above sold to their the said Landon Botsford & Co's sole use forever and I further covenant to warrant and defend the same against the lawfull claims and demands of all persons The condition of this instrument is such that whereas the said Rowe is justly indebted to the said Landon Botsford & Co about fifty dollars Book account now if the said Rowe shall well and truly pay or cause to be paid he or his heirs to the said Landon Botsford & Co or their assigns whatever may be their due on settlement then this instrument to be null & void otherwise to be and remain in full force and virtue

In Witness whereof I the said William Rowe have hereunto set my Hand and Seal this 21st day of Dec A D 1857

William his mark Rowe L S

Signed sealed and delivered in presence of
Horace W. Lawson

Recorded Dec 21st 1857 at Eight by the clock P. M.
Horace W Lawson Town clerk

Know all men by these presents that I Levi Lawson of Mount Washington Mass In consideration of Five Hundred Eighty Dollars to me in hand paid by Wm L Pomeroy agent of Copake Iron Works of Copake NY the receipt whereof I hereby acknowledge do give grant sell and convey to the same Pomeroy agent his successors heirs and assigns forever the following personal property to wit: Three cows which said Lawson has raised one a yellow and two red all the Hay now in my Barns or Sheds or in any way in my possession or on my premises all the Buckwheat in the Straw or threshed all the Potatoes in the Cellar all the rye which I have now sown Estimated at about Eight acres and the Grain from same when harvested. To have and to hold the above described property unto him the said Pomeroy agent his successors heirs or assigns forever and I further covenant to warrant and defend the same unto the said Pomeroy against the lawfull claims and demands of all persons The condition of the above sale is that whereas said Lawson did Execute two certain Notes to said Pomeroy agent or to Copake Iron Works as follows 1 note due Apr 1 1855 of Five Hundred dollars and also one Note dated January 25 and payable at one day from date for Eighty Dollars both bearing interest Now therefore if the said Levi Lawson shall pay said notes according to their legal tenor when due or demanded then this instrument as also said notes shall be void otherwise remain in full force & virtue In Witness Whereof I have hereunto set my Hand & seal this Twenty Fifth day of January 1858

Signed sealed and delivered in presence of John W. Campbell

Levi Lawson L S

Recorded Jan 27 1858 at 45 minutes past 2 by the clock P.M.

Attest Horace M Lawson
Town clerk

20 Know all Men by these presents that I William Rowe of Mount Washington in the county of Berkshire and Commonwealth of Massachusetts in Consideration of one Hundred Dollars to me in hand paid by Franklin Krum of the town of Broom County of Schoharie and state of New York the receipt whereof I do hereby acknowledge do hereby give grant bargain sell and Convey unto him the said Krum his heirs or assigns the following personal property to wit: one Bay horse one Sorrel mare two sett double Harness one double Sleigh or Bobs one two Horse long Sleigh one lumber Wagon one Buggy Wagon subject to an attachment in favor of Wm Hilles two Hundred and fifty Cords of Coal wood subject to a Mortgage in favor of Lawson Botsford & Co of Salisbury Ct about three Hundred saw logs sawed and in the tree meaning all the logs I have in my possession one ox sled all the chains I have ox yoke Coaling tools two Bed steads one bed all my Bedding one Stove pipe and furniture one sett flag Bottomed chairs all said property being now in my possession Except the Buggy wagon To have & To hold the above granted property to the use of the said Krum his heirs or assigns forever and I further covenant to warrant and defend the same against the lawfull claims and demands of all persons The condition of the above Mortgage is such that, whereas the said Rowe is justly indebted to the said Krum in the sum of Four Hundred & Forty Dollars and interest on all but twenty dollars in the following manner one bank note Endorsed by said Krum payable at the Hudson river Bank of two hundred and sixty six dollars paid by said Krum as Endorser one note of one Hundred and ten dollars given by the said Rowe to William Funkhouser and signed by the said Krum as surety and paid by the said Krum one of Forty Dollars given by the said Rowe to the said Krum and Book account amounting to twenty Dollars said Notes being on interest Now if the said Rowe shall well and truly pay or cause to be paid said Notes and Book account according to their true intent and meaning and save the said Krum Harmless in consequence of his Endorsing and signing said Notes then this instrument as also said Notes to be void otherwise to be and remain in full force and virtue.

In testimony whereof I the said Wm Rowe have hereunto set my hand and seal this 21st day of Jan 1858

Signed sealed and delivered in presence of

Horace W. Lawson

William his + mark Rowe L.S

Recorded Jan 21st 1858 at Eleven by the clock A.M.

Attest Horace W. Lawson Town clerk

Know all men by these presents that I
Levi Samson of Mount Washington County
of Berkshire and Commonwealth of Massachusetts
in consideration of Forty Dollars to me in hand
paid by Samuel Slater & Orin C. Whitbeck
of the aforesaid town County & Commonwealth
the receipt whereof I do hereby acknowledge
do hereby give grant Bargain sell & Convey unto
them the said Slater & Whitbeck their Heirs
and Assigns the following personal property
to wit:- One Horse Rake one Road Scraper one
pair double Sleighs two ox sleds one grind stone
and one Drag and one grain Cradle said property
being now in my possession. To have & To hold
the above described property to their sole use
forever and I further Covenant to warrant to
and defend the same against the lawfull
claims of all persons. The condition of this
Mortgage is such that whereas the said Slater and
Whitbeck have this day signed a Note as sureties
payable to John M. Campbell or Bearer payable in
Eight Months from date for thirty Dollars & interest
Now if the said Samson shall well and truly
pay ~~said~~ or cause to be paid said Note and
save the said Slater & Whitbeck harmless in
Consequence of signing said Note then this instrument
to be void otherwise to and remain in full force
In Witness Whereof I ~~have~~ the said Levi Samson
have hereunto set my Hand & Seal this twenty
fifth day of January 1858

In presence of Levi Samson L.S.
Horace W. Samson

Recorded January 27th 1858 at 47 minutes
past two by the clock P.M.
Attest Horace W. Samson
Town clerk

22 Know all men by these presents that I Levi Lamson of Mount Washington County of Berkshire & Commonwealth of Massachusetts in consideration of Eighy Dollars to me in hand paid by Ira Lamson Lawyer of the aforesaid town County and Commonwealth the receipt whereof I do hereby acknowledge do hereby ~~give~~ grant bargain sell and Convey unto him the sd Ira Lamson his heirs & assigns the following personal property to wit: All the lumber of all descriptions now being on the Mill Yard of the sd Ira Lamson To have & To hold the aforegranted property to his the said Ira Lamson's sole use forever and I further covenant to warrant & defend the same against the lawfull claims of all persons. The condition of this instrument is such that whereas the said Levi Lamson has this day Executed his promissory note and thereby ~~for value~~ rec promised to pay Ira Lamson or Bearer fifty six Dollars & ninty Eight cts on demand with interest from date Now if the said Levi Lamson shall well and truly pay or cause to be paid said Note according to its true intent then this instrument as also said Note shall be void otherwise to be and remain in full force & virtue

In testimony whereof I the sd Levi Lamson have hereunto set my hand & seal this 27th day of January AD 1858

In presence of Levi Lamson L.S.
Horace W. Lamson

Recorded January 27th 1858 at 52 minutes past two by the clock P.M.

Attest Horace W. Lamson
Town Clerk

Know all men by these presents that I Henry Morrison of Mount Washington in the County of Berkshire and Commonwealth of Massachusetts in Consideration of Eighty Dollars to me in hand paid by David P. Turner of Sd Mount Washington the Receipt whereof I do hereby acknowledge do hereby give Grant bargain sell & Convey unto him the Sd Turner the following Described personal Property to wit:- All the Hay that belongs to me in the Barn where I now live. two Cows now in my possession, one Bay Mare with star on the head One Stove now in my possession. To Have & To hold the above described personal Property unto him the said Turner to his Heirs & Assigns forever And I further Covenant to warrant and defend the said property unto him the said Turner against the lawfull Claims & Demands of all persons whatsoever.

The Condition of the above Conveyance is such that whereas the said Henry Morrison has this day Executed two Notes of Hand One of thirty Dollars and Fifty Dollars both making Eighty Dollars to the said Turner or bearer the sum of Eighty Dollars and interest on demand for value rec. Now if the said Morrison or his Heirs Executor Administrators or Assigns shall well and truly pay or cause to be paid said Notes according to the true & legal tenor thereof then instrument to be null and void otherwise to remain in full force and virtue. In Witness whereof I the said Henry Morrison have hereunto set my hand and seal at Mount Washington this 13th day of February A.D 1858

In presence of
Wm Lindsey

Henry Morrison L.S.

Recorded February 26th 1858 at one by the clock P.M.

Attest Horace W. Lawson Town Clerk

24 Know all men by these presents that I John H. Saxton of Sheffield in the County of Berkshire & Commonwealth of Massachusetts in consideration of Seven hundred dollars paid by Horace Sandon of Salisbury in the County of Litchfield & state of Connecticut the receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Horace Sandon his Executors, Administrators, and Assigns, forever, the personal property hereinafter described, to wit:- All the wood standing and growing on a certain tract or panel of land laying in Mound Washington, which I purchased of the Heirs of Robert Campbell late of said Mound Washington and which I have this day Mortgaged to said Horace for the payment of the above sum of Seven Hundred dollars, which said Wood I am to cut down and convert into coal

To have and to hold the above-granted property to said Horace, his Executors, administrators, and assigns, to his use forever. Provided nevertheless, that if the said John H. his Executors, Administrators or assigns, pay to the said Horace, his Executors, Administrators, or Assigns, the sum of Seven hundred dollars & interest from the 11th of December last in one year from the first of January last then this instrument as also a certain Note of the date of said 11 December, given by the said John H. Saxton to the said Horace or order to pay the aforesaid sum and interest at the time aforesaid, shall be void, otherwise to remain in full force. In witness thereof I the said John H. Saxton have hereunto set my hand and seal this twenty fourth day of February in the year of our Lord Eighteen hundred & fifty Seven. Signed, sealed, and delivered in presence of

E. F. Ensign — John H. Saxton. L.S.

Recorded March 18th 1858 at 8 of the clock P.M.

Attest — Recorded by John Dibell Town Clerk

Know all Men by these presence that I Henry Morrison of Mt Washington County of Berkshire and Commonwealth of Massachusetts in consideration of One Hundred dollars to me paid by Horace W Lamson of the aforesaid Town County & State the Receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey unto him the said Horace W Lamson his Heirs and assigns the following described personal property to wit:- One Yearling Heiffer of a light red color. One Single Sleigh or Cutter and One Spring Calf red with line back. all of said property being now in my possesion to have and to hold the above granted property to the said Horace W Lamson his Heirs and assigns to their use forever and I for myself my Heirs and assigns further covinant to warrant and defend the aforesaid property to the said Horace W. his Heirs & assigns against the lawful Claims and demands of all persons, The conditions of the above sale is such that whereas the said Morrison has this day Executed his promosory Note and thereby for value Received promised to pay Horace W Lamson or Bearer the sum of fifteen & 10/100 dollars in three mos without interest if paid when due if not interest from date, Now if the said Morrison shall well and truly pay or cause to be paid said Note according to its true intent and meaning then this instrument also said Note to be void otherwise to remain in full force and it is agreed by the parties that the said Morrison Sall Keep and use said property till conditions Broken In Testimony Whereof I the said Henry Morrison have hereunto set my hand and seal this first day of July A 1858 Signed sealed and delivered in presence of Mariam Woolcott

Henry his Morrison. L.S.

Recorded July 1. 1858 at 1½ by the mark clock P M

By John Dibell { Town Clerk

Attest

Know all Men by these presents that I Samuel W Field of the Town of Mount Washington and State of Massachusetts in consideration of forty five dollars to me in hand paid by Peter N Campbell of the aforesaid Mount Washington The receipt whereof is hereby acknowledged I do hereby give grant bargain sell and convey unto the said Peter N Campbell the following described personal property viz One lumber wagon which I purchased of the said Peter N Campbell and also One two which I purchased of one William Rowe last year to have and to hold the afore granted property as above sold and delivered to the said Peter N Campbell his Heirs and assigns to his and their sole use forever and I further covenant to warrant and defend the above described property against the lawful claims of all persons.

The Conditions of this instrument is such that whereas the said Samuel W Field has Executed his promissory Note this day and thereby for value Received promised to pay Peter N Campbell or Bearer the sum of forty five dollars with interest from date. Now if the said Samuel W Field shall pay or cause to be paid said Note according to its legal tenor then this instrument shall be void otherwise to remain in full force.

In Witness whereof I the said Samuel W Field have hereunto set my hand and seal at Mount Washington this fifth day of July A.D. 1858

in presence of
Gilbert Rose

Samuel W Field L.S.

Recorded July 6 1858 at 10 by the Clock A M
Attest

By John Dibell Town Clerk

Know all Men by these presents that I Levi Lamson of Mount Washington in consideration of one thousand dollars to me in hand paid by William L Pomeroy Agt Copake Iron works Copake N.Y. the receipt whereof I do hereby acknowledge do give grant sell and convey to said Pomeroy Agt his successor or assignes the following personal property to wit all my grain crops of Every description on my Farm and the Minister Lot and all the Hay and the Grain Hay Vegitables &c &c when harvested, to have and to hold the afore granted property to him the said Pomeroy his Heirs Successors & assigns forever. The condition of the above instrument is that whereas the said Lamson has Executed at various times as follows certain Notes to said Pomeroy or Copake Iron Works, Say.

1 Note dated July 9 1852 pble April 1 1853 $500.00
1 — — Oct 6 " 1857 — on demand $263.67
Total amount without interest — $763.67
Seven hundred Sixty Three 67/100 dollars

Now therefore if said Lamson shall pay pay said Notes according to their legal tenor then this instrument as also said Notes shall be void otherwise remain in full force and virtues In witness whereof I have hereunto set my hand and seal this ninth of July 1858

In presence of
C Chesbrough

Levi Lamson L S

Recorded July 9. 1858 at 5 ½ by the Clock P.M.

Attest John Dibell } Town Clerk

Know all men by these presents that I Wm Fields of Mount Washington in the county Berkshire & commonwealth of Massachusetts in consideration of two Hundred & twenty nine & 84/100 to me in hand paid by John Campbell of North East County of Dutchess & State of New York the receipt whereof I do hereby acknowledge do hereby give grant sell & convey unto him the said John Campbell his heirs and assigns. forever the following personal property to wit: three Coal pits now on my premises containing about sixty cords of wood the same more or less. S.d pits are now set and covered ready for Burning two Yearling steers & one Yearling Heifer two steer Calves & one heifer Calf One. One Horse wagon two Iron axled Lumber wagons Nine sheep with the Increase they being all the sheep I now have in my possession five Red Cows being all the cows Calves Yearlings & Wagons now in my possession Except one black cow. To have and to hold above described personal property to him the said John Campbell his heirs and assigns to his and their sole use forever. And I do further covinent to warrant & defend the same unto him the said John Campbell his heirs & assigns forever against the Lawfull Claims and demands of all persons whatsoever. The conditions of the above & foregoing Deed are such that whereas the said Wm Fields. Henry P. Weaver & Wm Weaver have this day made & Executed their promissory note in writing & thereby promised to pay said John Campbell or bearer the sum of two Hundred & twenty nine & 84/100 Dollars on the first day of April next with Interest. Now if said parties or Either of them shall well and truly pay said Note according to the legal tenor & effect there of then this Instrument shall be void & of non effect otherwise to remain in full force & virtue. In witness whereof I the said Wm Fields have hereunto set my hand and at Mount Washington this fifth day of October AD 1858 in presence of Robert Campbell & Ellen C Weaver

Wm Fields L.S.

In consideration of the foregoing Mortgage being given for my benefit I hereby release & forever quit Claim all my right title & Interest in & to all the property described in the foregoing Instrument or Deed

Mount Washington Oct 5. 1858 Henry P. Weaver

Recorded Oct 5. 1858 at 4 P.M by the Clerk R.M

Recorded by John Dibell Town Clerk

29

Know all Men by these presents That I Peter Funk of the Town of Mount Washington County of Berkshire and Commonwealth of Massachusetts

In consideration of an Indebtedness due Wm Wright Jr of the Same Town County & State I this day sell and convey unto the said Wm Wright Jr his heirs and assigns. One pair of Stags the Same that I purchased of said Wright. and I Will further covenant with the said Wright that I have good right to sell and dispose of the said Stags in any manner or form.
and I will warrant and defend the Same against all persons whatsoever.

Provided nevertheless that If the said Peter Funk or his heirs or assigns shall pay to Wm Wright Jr his heirs or assigns by the first day of April next Thirty One dollars and fourteen cents, and other advances that he may need in carrying out a certain contract between said Wright & Funk in getting out Lumber and Wood all to be paid by the first day of April next then this instrument shall be void otherwise to be and remain in full Force and virtue.
In witness whereof I have this day set my hand and seal this first day of January 1859

In presence of
Mrs Palmer
William Palmer

P. P. Peter his X mark Funk

Recorded Jany 1st 1859 at 11 by the Clerk A. M.

John Dibell Town Clerk

Know all men by these presents that I Wm H Hatch of Mount Washington in the county of Berkshire & Commonwealth of Massachusetts. In consideration of Four Hundred and Fifty Eight-dollars paid by Wm H. Hollenbeck of Egremont in said County & State aforesaid the receipt whereof I do hereby acknowledge, do hereby give, grant, sell, and convey unto the said Wm H Hollenbeck his heirs Executors, Administrators and assigns, forever, the personal property hereinafter described, to wit:- Three three year old Heifers one four year old cow, three yearling Heifers two last springs calves, One Sorril Mare, One single Sleigh One two horse lumber sleigh, one ox sled, three setts of whiffletrees & Eveners, one Iron neckyoke, One Hog, One Ox yoke, One Crowbar two Buffalow Robes, One double Breast Collar Harness One two Horse light-wagon One one Horse wagon.

To have and to hold the above-granted property to the said Wm H Hollenbeck his heirs Executors, administrators and assigns, to his & their use forever. Provided, nevertheless, That if the said Wm H Hatch or my Heirs Executors administrators, or Assigns pay to the said Wm H Hollenbeck his heirs Executors, administrators, or assigns, the sum of four Hundred & fifty Eight-dollars & interest one year from date then this Instrument, as also a certain note of Even date, herewith given by the said Wm H Hatch to the said Wm H Hollenbeck or Bearer to pay the aforesaid sum of four Hundred & fifty Eight-dollars & interest at the time aforesaid, shall be void, otherwise to remain in full force. In witness whereof I the said Wm H Hatch have hereunto set my Hand & Seal this fifteenth day of Jan in the year of our Lord Eighteen Hundred & fifty nine.

Signed, Sealed, & delivered in presence of

Wm W Stillman Wm H Hatch L S

Recorded Jany 15th 1859 at six by the Clock P.M.

Attest John Dibell Town Clerk

Know all men by these presents that I Henry P. Weaver of Mount Washington Berkshire County Commonwealth of Massachusetts in Consideration of Seventy Seven dollars & thirty Seven cents paid by Landon Bolsford & Co of Salisbury County of Litchfield State of Connecticutt The Receipt whereof I do hereby acknowledge do give grant and convey unto the Said Landon Bolsford & Co their Executors administrators and assigns forever the personal Property hereinafter described to wit:- Twenty two Sheep, two Cows, and one bay Horse, 15-years old all now in the possession of the said Weaver. To have and hold the above granted propirty, to them the Said Landon Bolsford & Co their Executors administrators and assigns forever

Provided nevertheless that if the Sd Henry P. Weaver his Executors administrators or assigns pay to the Sd. Landon Bolsford & Co. their Executors administrators assigns one certain note of even date herewith and given for Seventy seven Dollars & thirty Seven cents on demand with the Interest and payable to the Said Landon Bolsford & Co. then this Instrument shall be null & void. Otherwise to remain in full force.

In witness Whereof I the said Henry P. Weaver have hereunto set my Hand and Seal this 14th day of January A. D. 1859

In presence of
Milo Harris

Henry P. Weaver L S

Recorded January 20th 1859 at 6 by the Clock P. M.
& fees

Attest By John Dibell Town Clerk

Know all Men by these present That I William H Hatch of Mount Washington in the County of Berkshire & State of Massachusetts in consideration of Seven five dollars in hand paiyed by William H Hollenbeck of Egremont in the County of Berkshire and State aforesaid the receipt whereof I do hereby acknowledge do hereby give, grant, sell, and convey unto the Said William H Hollenbeck his heirs Executors, Administrators and Assigns, forever the Personal property hereinafter described, to wit:- Five Tons of Hay in the barn situated in Said Mount Washington that I now Occupy, One Ton of Rye & Oat Straw in Said Barn Ten bushels of Buckwheat in the Chamber in the House Twenty five bushels of Oats in do, Thirty Bushels of Potatoes in Cellar of the House. To have and to hold the above-granted property to the Said William H. Hollenbeck his heirs Executors, Administrators, and Assigns, to his and their use forever. Provided, nevertheless, that if the Said Wm H Hatch his heirs Executors, Administrators, or assigns pay to the said Wm H Hollenbeck his heirs Executors, Administrators, or Assigns, the Sum of Seventy five Dollars and interest on the first of April next then this Instrument, as also a certain note of even date herewith, given by the Said Wm H Hatch to the Said Wm H Hollenbeck or Bearer & interest to pay the aforesaid sum of Seventy five Dollars and Interest at the time aforesaid, shall be void, otherwise to remain in full force. In Witness whereof, I the Said Wm H Hatch have hereunto set my hand and Seal this first day of February in the year of our Lord Eighteen hundred and fifty nine.

Signed, Sealed, and delivered in presence of
Wm W Tillman

William H Hatch L.S.

Recorded February 1st 1859 at twenty minutes to Six by the Clock A.M. Attest

John Dibell } Town Clerk

Know all men by these presents That I Smith Trink of Mount Washington in the County of Berkshire & Commonwealth of Massachusetts in Consideration of ninety five dollars paid by Wm Rowe of the aforesaid Town County & State the Receipt whereof I do hereby acknowledge do hereby give grant sell and convey unto the said Wm Rowe his Executors administrators and assigns forever the personal property hereinafter described to wit: One Brown Horse with large forward legs One large Grey Horse Known as the John van-Valkinburgs Horse, One set double Harness, One lumber wagon, One double Sleigh & one single do. also a lot of Bark & logs now in Moore Hollow that I purchased of the said Wm Rowe, to have & to hold the above granted property to the said Wm Rowe his Heirs Executors administrators and assigns to his & their sole use forever, and I further covenant to warrant & defend the above described property against the lawful Claims of all persons. The conditions of this obligation is such that whereas the said Smith Trink has Executed his promissory Note of Even date herewith for the sum of Ninety five dollars to be paid to Wm Rowe or Bearer by the first day of July next. Now if the said Trink shall pay or cause to be paid said Note with the Interest thereon according to its legal tenor then this instrument shall be void otherwise to remain in full force and virtue. Said Trink is to pay said Wm Rowe or Bearer twenty five dollars a month in Labour at a fair price and all the advancements that said Rowe may make in Keeping the Team &c. Said Trink is to pay twenty five dollars a month successively untill said Note be paid. In witness hereof I the said Smith Trink have hereunto set my hand & seal at Mount Washington this 23 day of Feby A D 1859

in presence of Jno & E S Dibble

Smith his mark Trink L.S.

Recorded Feb 23. 1859 at 2½ by the Clock P.M.

33-

Know all men by these presents that I Henry P. Weaver and William H Weaver of Mount Washington in the County of Berkshire and commonwealth of Massachusetts in consideration of one Hundred ninety one 46/100 Dollars to us in hand paid by Horace W Lamson of the aforesaid town County and commonwealth the receipt whereof We do hereby acknowledge do hereby jointly and severally give grant sell and convey unto him the said Horace W Lamson his heirs and assigns forever the following personal Property to wit:
Thirteen Lambs one yearling linbacked Heifer one brindle calf Two Lumber Wagons one Truck wagon one sett short Sleighs one Lumber Sleigh Three plows one dray Two grain Cradles. Thirteen Hives of Bees Twenty Two Cords of cleft Hemlock wood Seventy Five cords of coal wood both lots of said wood being now in the Fields Swamp so called Twenty Five cords of coal wood on the Ashley Hill mostly drawn into a pile being the same I bought of H W Lamson administrator about Thirty Hemlock Logs in the Tree six pine Logs and all the Hay and oats in the Weaver Barn so called. and all the Hay in the Fields Barn & Sheds all the Buckwheat Corn and Potatoes that we have raised the past season it being agreed that the said Henry P & William H. Shall Harvest the Same. and Four Log Chains.

To have and to hold the above described property to him the said Horace W Lamson his heirs and assigns to his and their sole use forever. and We do further covenant to warrant and defend the same against the lawful Claims and demands of all persons other than the said Horace W Lamson. The conditions of the above Deed or conveyance is that Whereas the said Henry P Weaver and William H Weaver have this day Executed their Promissory Note for one Hundred ninety one & 46/100 Dollars and thereby for value received jointly and severally promise to pay

Horace H Samson or Bearer the above named sum
with Interest by the first day of January next.
Now if the said Henry P or William H either or
both of them shall well and truly pay or cause to
be paid said Note according to its true intent
and meaning then this Mortgage as also said Note
are both to be void otherwise to be and remain
in full force and virtue
Said Property is now in the possession of the said
Henry P & William H. except the wood on Ashley
Hill and it is agreed by the parties that it shall
remain so for the present
In witness whereof We the said Henry P Weaver
& William H Weaver have hereunto set our hands
and seals this twenty first day of September
A.D. 1859

Signed Sealed & Delivered in presents of John Dibell

Henry P Weaver, L.S.
William H Weaver, L.S.

Recorded Sept 21st 1859 at one by the clock P.M. and fees in Book No. 1 and pages 36 & 37
By John Dibell Town Clerk

Know all men by these presents that I Elias S Trink of Mount Washington & State of Massachusetts. Yeoman. in consideration of Seventy Five Dollars to me in hand paid by David Joyce of Salisbury in the State of Connecticutt merchant. the receipt whereof is hereby acknowledged have granted, bargained, and sold, and by these presents do grant, bargain, and sell unto the said David Joyce the following property to wit. Six Tons of Hay, as estimated, being all the Hay in the Barn upon the Farm where I now live called the More Farm, also one coal Pitt now burning, and all the Hemlock Logs and Timber upon the lot known as the Rowe lot lying south of the More Farm being the same wood Logs & Timber I purchased of Samuel Slater. to have and to hold all and singular the said Hay coal Pitt Logs & Timber unto the said Joyce his Executors administrators and assigns to his and their sole use forever.

and I the said E S Trink for myself my Executors and administrators. do covenant to and with the said Joyce his Executors administrators and assigns that I am lawfully possessed of the said Hay Pitt Logs and Timber as of my own property. that the same is free from all encumberences and that I will warrant and defend the same to the said Joyce his Executors administrators and assigns against the lawful claims and demands of all persons.

Provided, nevertheless that if the said Trink his Executors or administrators shall well and truly pay unto the said Joyce his Executors, administrators or assigns the sum of Seventy five Dollars and interest upon the same according to the terms of a promissory note of which a copy is annexed, then this conveyance shall be void otherwise to remain in full force and virtue. And provided also that until default by the said Trink his Executors or administrators in the performance of the condition aforesaid

carried up

it shall and may be lawful for him or them 39
to keep possession of the said granted property and
to use and enjoy the same, but if the same or
any part thereof shall be attached at any time
before payment by any other creditor or creditors
of the said Frink or if he the said Frink his
executors or administrators shall attempt to sell the
same or any part thereof without notice to the said
Joyce his executors administrators, or assigns and
without his or their assent to such sale in writing
expressed, then it shall be lawful for the said
Joyce his executors administrators, or assigns or
either of them to take immediate possession of
the whole of said granted property to his or
their own use

In testimony whereof I have hereunto
set my hand and seal this Fourth day of November
in the year One Thousand Eight Hundred and
forty nine

Elias S his mark Frink L S

in presence of
Adam Sekliesmann
John Doolittle

Recorded Nov 5th 1859 at 10 By the clock A.M.
in Book No 1st and Pages 38 & 39
By John Dibell Town Clerk

Know all men by these presents that I Harriet Campbell of Mount Washington County of Berkshire and Commonwealth of Massachusetts in consideration of Ninety two Dollars and Seven cents in hand paid by David P. Turner of the aforesaid Mount Washington the receipt whereof I do hereby acknowledge do hereby give grant bargain sell & convey unto him the said Turner his heirs or assigns the follow personal property to wit: Two red cows eight years old and red Heifer two years old next Spring being now in my possession being all the cattle that I now own

To have and to Hold the above granted property as above sold and delivered to his the Sd Turners use forever. And I further covenant to warrant and defend the same against the lawful claims of all persons whatsoever. The conditions of this instrument is such that whereas the said Harriet Campbell has this day executed her promissory Note and thereby for value received promised to pay David P. Turner or Bearer Ninety two Dollars and seven cents with interest by the first day of June next Now if the said Harriet Campbell shall well and truly pay or cause to be paid said Note according to its true intent then this instrument as also said Note to be void. otherwise to be and remain in full force

In witness whereof I the Sd Harriet Campbell have hereunto set my Hand and seal this thirteenth day of December A.D. 1859

Signed Sealed and delivered in presence of Horace W Lamson

Harriet Campbell. L.S.

Recorded Dec 13. 1859 At two by the clock P.M.
By John Dibell Town Clerk

Know all Men by these presents that I 41
Jacob Schutt of Mt Washington County of Berk
shire and State of Massachusetts. Laborer, in consid
ration of the Sum of Twenty Five Dollars to me i
and paid by David Joyce of Salisbury County of
Litchfield and State of Connecticutt, Merchant, the
receipt whereof is hereby acknowledged, have granted
bargained and Sold, and by these presents do grant
bargain and sell, unto the said Joyce the following
personal property, to wit:, One Red Cow being the
Cow I now have in my possession and the only Co
I now own, also the Hay I have in my possessio
on the place where I now live, being all the Hay
on said place, to have and to hold, all the singular
the said Cow and Hay unto the said Joyce his
Executors administrators and assigns to his and
their Sole use forever.
And I the said Schutt for myself my executors
and administrators do covenant to and with the
said Joyce his Executors administrators and
assigns that I am lawfully possessed of the said
Cow & Hay as of my own property, that the
same are free from all incumberances and that
I will and my executors & administrators shall
warrant and defend the same to the said Joyce
his Executors and assigns against the lawful
claims and demands of all persons
Provided nevertheless that if the said Schutt
his Executors or Executors or administrators shall
will and truly pay unto the said Joyce his
executors administrators and assigns, a
certain promissory note made this day, a copy
of which is here made.
$25.00 Salisbury Ct. Decr 30th 1859
On the first day of April next for value received
I promise to pay to David Joyce or Order
Twenty five Dollars Jacob Schutt

Carried Over

 Then this conveyance shall be void. otherwise to remain in full force and Effect

In testimony whereof I the said Schutt have hereunto set my hand and seal at the said Salisbury this 30th day of December in the year of our Lord One thousand Eight Hundred and fifty-Nine

In presence of
Robt Campbell
T. L. Wilber

Jacob his mark Schutt L. S.

Recorded by John Dibell Town Clerk

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Know all men by these Presents we Henry P. Weaver and Wm H Weaver of Mount Washington Berkshire County & commonwealth of Massachusetts in Consideration of Two Hundred & thirty Dollars to us in hand paid by John Campbell of North East Dutches County & State of New York the Receipt whereof we do hereby acknowledge do hereby give grant Bargain Sell and Convey unto the Said John Campbell his heirs Executors administrators and assigns the following Personal property Viz. Fifteen Sheep with the fleeces on and seven lambs being the flock of Sheep & lambs belonging on the Field Farm. One three year old Mully Steer & one three year old light-red Steer One 2 years old red & white or greyish heifer raised on said Field Farm One yoke of Brindle line Back oxen some 9 years old had of Scoville. One grey Horse called the Reynolds horse One sorrel horse called the Rowe horse. Six Calves now on my home premises. One Iron axle lumber Wagon which the said H. P. Weaver has owned for several years & one, one horse or light wagon now in our use. One set double harness 3 Plows one drag 2 Ox Chains now in our possession all the crops growing on the premises in our possession that is on the home farm and the Field Farm. Embracing the Oats, Potatoes, and grass or growing hay together withe the Buckwheat hereafter to be sown all of the above mentioned Crops Viz, the Oats Potatats Buckwheat and hay is to be raised gathered and secured by the said Henry P & Wm H. Weaver at their cost & expense. And we hereby Covenant to warrant and defend the above granted and bargained property unto him the said John Campbell his heirs Executors Administrators and assigns against the lawful Claims and demands of all Persons Whatsoever.

The Condition of the foregoing Instrument is such that whereas we the said Henry P & Wm H Weaver are justly Indebted unto the

said John Campbell in the sum of Two Hun-
-dred and thirty five Dollars for which they have execu-
a note of hand payable to the said John Campbell
or Bearer on demand with the Interest bearing even
date with these presents. Now if the said Henry P.
& Wm H. Weaver shall well and truly pay or cause to
be paid the above described Note & the Interest that
may hereafter accrue on the same according to the
time intent and legal tenor thereof then this
instrument to be null & void and of no effect.
But in case ~~the~~ default of no payment as above mentio
ned or in case the said John Campbell shall at any
time deem himself insecure then and in either of
the cases it shall be lawful for the said John
Campbell to take possession of the said property
and to sell the same at public or private sale
rendering the surplus if any there be arrising from
said sale after paying said debt with the necessary
and reasonable costs, charges and expenses which
shall be incurred in the proceedings.
In witness whereof We the said Henry P. & Wm H.
Weaver hereunto set our hands and seals at Mount
Washington this 19th day of June A D 1860

In presents of
Ellen E Weaver
Sarah M Weaver

Henry P Weaver L.S.
Wm H. Weaver

Recorded By John Dibell Town Clerk

April 5-1861 the above Chattell Mortgage is this day
discharged per order of John Campbell
Ira Schutt town clerk

Know all men by these presents that I Smith Frink of Mountwashington Berkshire County Massachusetts for consideration of seventy-Dollars to me in hand paid by Sylvester C. Gardam of salisbury Litchfield County state of Connecticut the receipt whereof I do hereby acknowledge do hereby give grant and by these presents convey unto the said Sylvester C Gardam the following property to wit
The said Frink hereby conveys one pair yerling stags one sorrel Horse two bay horses Do. one Double Harness one light lumber waggon one heavy Do one pair bob sleighs one heavy log chain All the hay in Barn on the place where I now reside
The condition of the above conveyance are such that whereas I Smith Frink on the 4 day of November Executed My note to the said Sylvester C. Gardam for seventy dollars payable the first day of April Eighteenhundred sixty two (1862) with Intre Now if the said Frink shall pay said note according to its tenor thereon this instrument is to be null and void otherwise to remain in full force and virtue in witness where of the said Smith Frink hereunto sets his hand and seal at Mount Washington this day of 4th November Eighteen-hundred sixty one (1861)

In presence of
Elizabeth Joyce

Smith Frink
his
X
Mark

seal

Received and Recorded at forty five Minits past one of the clock P. M. on the fourth November A. D. 1861 by Ira Schutt Town Clerk

Know all men by these presents that we Henry P Weaver and William H Weaver of the town of Mount Washington in the county of Berkshire and commonwealth of Massachusetts I consideration of One hundred & one dollars & fifty nine cents to us paid by William Wright Jr of the town of Copake in the County Columbia and state of New York the receipt is hereby given do hereby give grant sell and conveyunto the said William Wright Jr to his heirs and assigns forever the following personal property to wit one hundred cords of Coal Wood now Cut on our land some of said wood set in coal pits some drawn to gather in ring and some in ranks one Grey Horse sorrel Horse the same that I now use One red cow about ten years old one Brown cow called the big heifer two Yearling heiffers one red the other spotted two steer calves 2 Heiffer Calves sixteen Lambs with their fleces one lumber Iron axled wagon: all the above mentioned property being in our possession and free from all incumberance

To have and to hold the above granted property to the said William Wright Jr his heirs and assigns forever and we do hereby Covenant to Warrant and defend the same to the said William Wright Jr against the lawful claims and demands of all persons whatsoever

The Conditions of the above sale is such that whereas the above named Henry P Weaver and William H Weaver have this day given their Promisay Note of one hundred and one dollars and fifty nine cents with intrest payable in eight Months from the date of this instrument and bearing even date with the same to the said William Wright Jr Now if said Note is paid at the Expiration of the said Eight months with the intrest thereon then this instrument shall be void otherwise to remain in full force

Given under our hands this Thirteenth day of February in the year of our Lord one thousand Eight Hundred and sixty two

Signed Sealed and delivered (interlined words give & cents before signed and one)
in presence of

William Robinson — Henry P Weaver (seal)
William Wright 3d — William H Weaver (seal)
(Jno Schutt Town Clerk)

Know all men by these presents that I Henry P. Weaver of Mt Washington in the county of Berkshire and commonwealth of Massachusetts in consideration of one hundred and thirty dollers to me in hand paid by Sylvester C. Sardam of Salisbury Litchfield county state of Connecticut the recupt whereof I do hereby acknowledge do hereby give grant sell and convey unto him the said Sardam his heirs Executors Administrators and assigns forever the following property to wit one yoke of red Oxen being the same that said Weaver bought of said Sardam sixteen lambs running with sheep on land occupied by me the said property being in my possession to have and to hold the above mentioned and bargained property as above granted and discribed to him the said Sylvester C Sardam his heirs Executors administrators and assigns to his and their sole use forever and I do covenant to warrant and defend the same to him the said Sylvester C Sardam his heirs Executors administrators and assigns for Ever against the lawful claims and demands of all persons whatever

The conditions of this deed are such whereas I have this day executed my note of one hundred and thirty dollars twenty of which is to be paid on or before the first day of August Eighteen hundred and sixty two (1862) and the balance is to be paid together with the intrest on or before the first day of April Eighteen hundred and sixty three (1863) and in case the said Henry P. Weaver or Either of his heirs Executors administrators shall well and truly pay or cause to be paid unto the said Sylvester C Sardam his heirs Executors administrators or assigns said note or any part according to its tenor thereof then this deed shall be null and void otherwise to remain in full force and virtue

In witness whereof I the said Henry P Weaver have hereunto set my hand and seal this twentyeighth day of June Ad 1862

In presence of
Samuel Slater Jr

Henry P. Weaver (seal)

Recived and recorded June thirtieth 1862 at six of the clock and forty three minuts A.M.

by Ira Schutt town Clerk

the above mortgage is hereby discharged per order of S.C. Sardam April 1-1863 Ira Schutt town Clerk

Know all men by these presents that I Henry P Weaver of Mt Washington in the county of Berkshire and commonwealth of Massachusetts in consideration of Seventy two Dollars to me in hand paid by Frederick Miles of Salisbury Connecticut the receipt whereof I do hereby Acknowledge do hereby give grant sell and convey unto him the said Frederick Miles his heirs Executors administrators and assigns forever the following personal property to Wit one pair of Red Oxen Eight years old the said property being in my possession perchased of by me of S. C. Sherdam of Salisbury Connecticut to have and to hold the above mentioned and bargained property as above granted and discribed to him the said Frederick Miles his heirs Executors Administrators and Assigns to his and their sole use forever and I do Covenant to Warrant and defend the same to him the said Frederick Miles his heirs Executors administrators and assigns forever against the lawful claims and demands of all persons whatsoever Provided however and it is hereby agreed to by and between the parties hereto that the said Henry P. Weaver may and shall retain the possession of the above mentioned personal property and use the same untill the first of October 1863 and in case the said Henry P. Weaver or Either of his heirs Executors administrators or assigns shall pay or cause to be paid the sum of seventy two dollars with intrest thereon by the first day of October 1863 then this instrument shall be void otherwise to be and remain in full force and Virtue in Law

In Witness Whereof I the said Henry P. Weaver hereunto set my hand and seal this thirty first day of March 1863

In presence of

Peter N Campbell — Henry P. Weaver (Seal)

Recorded by Ira Schutt } town Clerk

Know all men by these Presents that I Martin Van Heusen of Mt. Washington in the County of Berkshire, Massachusetts, in consideration of Ten 4/100 dollars paid by Martin Race of s. Mt. Washington the receipt whereof I do hereby acknowledge, do hereby grant, sell and convey unto the said Martin Race his heirs Executors, Administrators, and Assigns, forever, the Personal Property hereinafter described to wit:— one light-red white-faced cow and one dark red and line-backed cow, both the same I now own and have in my possession

To have and to hold the above granted property to the said Martin Race his heirs, Executors, Administrators, and Assigns to his use forever.

Provided, nevertheless, that if the said Martin Van Heusen, his Executors, Administrators, or Assigns pay to the said Martin Race, his heirs, Executors, Administrators or Assigns the sum of Ten dollars and Four cents one month from this date with interest, then this instrument, as also a certain note of even date herewith given by the said Martin Van Heusen to the said Martin Race to pay the aforesaid sum and interest at the time aforesaid shall be void, otherwise to remain in full force.

In witness whereof, I, the said Martin Van Heusen have hereunto set my hand and seal this twenty-eighth day of May in the year of our Lord Eighteen Hundred and Sixty-three

Signed, sealed and delivered in presence of
B. Palmer

Martin his X mark Van Heusen (Seal)

Recorded May 28th 1863 at 15 minutes past 10 o'clock P.M. Attest A. S. Gordon
Town Clerk

Know all men by these presents that I Christopher Lea of Mt. Washington, County of Berkshire and Commonwealth of Massachusetts Farmer. in consideration of twenty-four and 50/100 dollars to me in hand paid by John Dibble of the aforesaid Town, County and Commonwealth, the receipt whereof I do hereby acknowledge, do hereby give, grant bargain sell and convey unto him, the said Dibble, the following described personal property = to wit = One Grey Cow four years old, being the same I had of the said Dibble.

Said property being now in my possession to have and to hold the aforesaid granted property unto him - the said Dibble, his heirs or assigns, to his & their sole use & behoof forever - And I further covenant to warrant and defend the same against the lawful claims & demands of all persons whatsoever. The condition of the above conveyance is such that whereas the said Christopher Lea has this day executed his promissory note, and thereby for value rec'd promised to pay John Dibble or bearer the sum of twenty-four & 50/100 dollars with interest, by the first day of July next. Now if the said Christopher Lea shall well and truly pay, or cause to be paid, said note, according to the true intent and meaning thereof then this instrument shall be void, otherwise to be and remain in full force and virtue -

In witness whereof I have hereunto set my hand and seal this fifteenth day of February A.D. 1864

In presence of
Martin Race
Gilbert Race

his
Christopher + Lea [Seal]
mark

Recorded by H. S. Goodale
S. Clerk

Feb. 16 at 4-30. by the Clerk

To all to whom these presents shall come

Greeting

Know ye that I Samuel Fields of the town of mount washington County of Berkshire and state of Massachusetts am indebted unto Friederick Miles of the town of Copake County of Columbia & state of N Y - in the sum of three hundred and forty dollars and 45 cents being for Money and sundries in Goods Now for Securing the payment of the said debt and the Intrest from the date hereof to the said Friederick Miles I do hereby sell Assign and Transfer to the said Fred.k Miles all the goods Chattels and property described in the following Schedule Viz. All of the Cord wood Chopped on the Land Bought of Isaac Lamson being about one hundred cords more or less Allso all of the saw Logs taken from said land during the past Winter and now at the mill of Ira Lamson also all of the Logs now on said Land. Said property now being and remaining in the possession of the said Samuel Fields provided Always & this mortgage is on the Express condition that if the said Samuel Fields shall pay to the said Friederick Miles the sum of three hundred and forty dollars and forty five cents with the intrest as follows Viz on Demand & intrest from date the above sum is mentioned in a note bearing Even date with this instrument which said sum and intrest the said Samuel Fields hereby covenants to pay then this transfer to be void and of no Effect But in case of nonepayment of the said sum at the time or times above mentioned together with the intrest then the said Fred.k Miles shall have full power and authority to Enter upon the premises of the said party of the first part or any other place or places where the Goods & Chattels aforesaid may be to take possession of said property to sell the same and the avails (after deducting all Expences of the sale and keeping the said property to apply in payment of the above & in case the said Fred.k Miles shall at any time deem the abovedescribed property unsafe it shall be

Stamps on Note

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lawful for him to take possession of such property and to sell the same at public or private sale previous to the time above mentioned for the payment of said debt applying the proceeds as aforesaid after deducting all Expences of said sale and keeping of the said property. If from any Cause said property shall fail to satisfy said debt intrest Costs & Charges the said Samuel Fields Covenants and agrees to pay the deficiency.

In Witness whereof I have hereunto set my hand and seal the 15th day of March in the year of our Lord one thousand Eight hundred and sixty five

sealed and delivered
in presence of
Peter A. Campbell

Samuel Fields (seal)

Recorded by Ira Schutt } town Clerk

To all to whom these presents shall come

Greeting

Know ye that I Henry P Weaver of the town of Mount Washington Berkshire County Massachusetts am indebted unto Frederick Miles of the town of Salisbury Connecticut in the sum of three Hundred and Forty six dollars ($346.) being for money loaned & balance of account due the said Frederick Miles this day Now for securing the payment of said debt and the Intrest from the date hereof to the said Frederick Miles I do hereby sell and assign and transfer to the said Frederick Miles all the goods chattels and property described in the following Schedule Viz: one light Red cow with buttons on horns on yellower Red cow one line back low one Red farrow cow one Grey cow one two yearold heiffer one 2 year old bull one yerling heifer two yerling sheep one pair of Red Oxen about 130 cords of coal wood more or less laying East of the Residence of said Weaver on south East said property now being & remaining in the possession of the said Weaver Provided always and this Mortgage is on the Express condition that if the said Henry P. Weaver shall pay to the said Frederick Miles the sum of three hundred and forty six dollars with intrest as follows Viz: for three hundred and forty six dollars on demand & intrest the same being mentioned in Note of Even date Which said sum and the intrest the said Henry P Weaver hereby covenants to pay then this transfer to be void and of no Effect

But in case of nonepayment of the said sum at the time or times above mentioned together with intrest then the said Frederick Mills shall have full power & authority to Enter upon the premises of the said party of the first part or any other place or places Where the goods ~~a~~ and ~~x~~ ~~these~~ chattels aforesaid may be to take possession of said property to sell the same

Next page

and the avails (after deducting all Expences of the sail and Keeping of the said property to apply in payment of the above debt & in case the said Frederick Miles shall at any time deem the above mentioned property unsafe it shall be lawfull for him to take possession of said property & to sell the same at public or private sale previous to the time above mentioned for the payment of said debt applying the proceeds as aforesaid after deducting all Expenses of the sale and keeping of the said property If from any cause said property shall fail to satisfy said debt intrest Cost and Charges the said Henry S Weaver covenants & agrees to pay the deficiency

In witness Whereof I have hereunto set my hand and seal this 2d day of March in the year of our Lord one thousand Eight Hundred and Sixty five

{ sealed & delivered in presence of } Henry S Weaver (seal)

Peter A Campbell

Know all men by these Presents That I John Hughs of Mount-Washington in the County of Berkshire & State of Massachusetts In Consideration of Two hundred Dollars to me paid By Peter Cota of Egremont in said County the receipt whereof I do hereby acknowledge do Bargin Sell and Deliver to him the said Cota the following property. Viz" One pair of Horses one four year Old Mare and Three Cows said property being now all in ~~my~~ possession and said pair of Horses Being the same I have Purchased of said Cota

The said Peter Cota to have hold and possess the said Property to him and his assigns to their use and behoof forever. The foregoing sale is on this condition that if the said John Hughs shall pay to the said Peter Cota or his assigns a certain Note dated November Twenty fifth A D 1865. a Copy of which is hereto annexed Sixty Days from Date I Promise to pay Peter Cota or order Two hundred Dollars with interest - For value received Signed John Hughs within Sixty from Date hereof then the Sale is void otherwise in full force and effect.

In witness I have hereunto set my hand and seal this Twentyfifth Day of November in the year One Thousand Eight Hundred and Sixty five in Presence of H C Joyner

John his x mark Hughs [L.S.]

Recorded By Samuel Slater Jr } Town Clerk

Know all Men by these presents that I Darius Campbell of the Town of Mount Washington County of Berkshire State of Massachusetts In Consideration of Thirty Dollars paid by Samuel Slater Jr. of Said Mount Washington The receipt whereof I do hereby acknowledge do hereby give grant Sell and Convey unto the Said Samuel Slater Jr. his Heirs Executors Administrators and Assigns forever the Personal property hereinafter Described to wit:
One light Brindle Cow I now own and in my possession

To have and to hold the above granted property to Said Samuel Slater Jr his Heirs Executors Administrators and Assigns to his use forever Provided Nevertheless that if the Said Darius Campbell his Executors Administrators or Assigns pay to the Said Samuel Slater Jr. his Heirs Executors Administrators or Assigns the Sum of Thirty Dollars Eight Months from this Date with interest then this instrument also a Certain Note of Even Date hereinafter given by the Said Darius Campbell to the Said Samuel Slater Jr. to pay the aforesaid sum with interest at the time aforesaid Shall be void otherwise to remain in full force
In witness whereof I the Said Darius Campbell have hereunto set my hand and seal this Eighteenth Day of April One thousand Eight hundred and Sixty Six

Darius Campbell [L S]

In presents of
Samuel Slater

[Stamp]

Recorded By Samuel Slater Jr } Town Clerk

To all To Whom These presents Shall Come
Know ye that I Henry L Leroy of the Town of Mount-
Washington County of Berkshire & State of Massachusetts
am indebted unto Frederick Miles of the Town of
Copake County of Columbia & State of N Y - in the
Sum of one Hundred & fifty Dollars being for Cash

Now for Securing the payment of the Said debt-
and the interest from the date hereof to the Said F
Miles I do hereby Sell and assign and transfer to the
Said Fred Miles all the property described in the
following Schedule viz
One pair of Oxen one red and the other Black
Said property now being and remaining in the
possession of the Said Leroy
Provided always and
this Mortgage is on the Express Condition that Said
Leroy Shall pay to the Said Miles the Sum of one
hundred and fifty Dollars with interest as follows
Viz on demand and interest from date which Said
Sum and interest the Said Leroy hereby Covenants
to pay Then this Transfer to be void and of no effe
but in case of nonpayment of the Sum together with
interest then the Said Miles Shall have full power
and authority to take possession of Said property to
Sell the Same and apply the avails in payment of
the above debt - In witness whereof I have hereunto
set set my hand and Seal this Second day of May in
the year of our Lord one thousand eight hundred and sixty
Six
Sealed and delivered in presence of
Peter N Campbell — Henry L Leroy [L.S.]

(Stamps)

Recorded By Samuel Slater Jr } Town Clerk

To all to whom these presents shall Come Greeting

Know ye that I Denison Winchell of Mount Washington Berkshire County State of Massachusetts indebted unto Frederick Miles in the sum of One Hundred and forty Dollars being for money loned of the said Frederick Miles Now for securing the payment of the said debt and the interest from the date hereof to the said Fredk Miles do hereby sell assign and transfer to the said Fredk Miles all the goods Chattles and property described in the following schedule viz. 1 Roan Horse 1 Bay mare 1 set Double Harness 2 two Horse wagons

Said property now being and remaining in the possession of the said Denison Winchell Provide always and this Mortgage is on the express Conditions that if the said Denison Winchell shall pay to the said Fredk Miles the sum of One Hundred and forty Dollars with intirest as follows viz One note for the before mentioned sum which said sum and interest the said Denison Winchill hereby Covents to pay then this transfer to be void and of no affect but in Case of nonpayment of the said sum at the time or times above mentioned together with interest then the said Fredrk Miles shall have full power and authority to enter upon the premises of the said party of the first part or any other place or places where the goods & Chattles affore said may be to take possession of said property to sell the same and the avails after deducting all expenses of the sale and keeping of the said property) to apply in payment of the above debt - and in Case the said Fredrk Miles shall at any time deem the above mentioned

unsafe it shall be lawful for him to take Posession of such property and to sell the same at public or private sale previous to the time above mentioned for the payment of said debt applying the proceeds as ~~for~~ aforesaid after deducting all expences of the sale and keeping of said property. If from any cause said property shall fail to satisfy said debt interest cost and charges the said Denison Winchell covents & agrees to pay the deficiency

In witness whereof I have hereunto set my hand and seal the second day of June in the year of our Lord One ~~thousand~~ Eight hundred and sixty six

Signed Sealed and delivered in presents of
W Turner

L. S.

Stamps

Denison Winchell

Recorded by Samuel Slater Jr Town Clerk

Commonwealth of Massachusetts Berkshire ss
To the Sheriff of the Said County of Berkshire or either of his Deputies or to the Constable of the Town of within Said County or to any of them Greeting

In the name of the Commonwealth of Massachusetts you are required to attach the Goods or Estate of Henry P Weaver of Mount Washington in Said County yeoman to the value of Eighty Dollars and for want thereof to take the Body of the defendant if he may be found in your precinct and him Safely Kept So that you you have him before me Walter W Hollenbeck Esq one of the Justices of the Peace within and for Said County of Berkshire at my office in St Barrington in Said County on Saturday the Eight day of Sept next at ten Oclock in the fore noon there and there to answer to J H Bulkeley of Hillsdale in the State of New York yeoman & merchant
In an action of Contract
To the Damage of the Said Plaintiff as he says the sum of Eighty Dollars as Shall then and there be made to appear with other due damages Hereof fail not and of this Writ make due returns with your doings herein unto my self at or before the day of trial
Dated at St Barrington aforesaid the twenty Eight day of August in the year of our Lord Eighteen hundred and Sixty Six

Walter W Hollenbeck Justice of the Peace

Berkshire ss August 31 th 1866 By return of this writ I have attached all the hay and Grain in the Barn of the within named Weaver in the Town of Mount Washington Said County belonging to Said Weaver

Harvey Holmes Dep Sheriff

The foregoing is a true Copy of the writ and my return thereon which relates to the ~~Hay~~ attachment of Hay & Grain
attest Harvey Holmes Dep Sheriff

Recorded by Samuel Slater Jr. Town Clerk

Know all men by these presents that I Denison Winchell of the Town of Mount Washington County of Berkshire State of Massachusetts in Consideration of Seventy five Dollars paid by Samuell Slater Jr. of Said Mount Washington The receipts Whereof I do hereby acknowledge do hereby give grant Sell & Convey unto the Said Samuell Slater Jr his heirs Executors administrators and assigns forever the personal property hereinafter described to wit

all of the Hay in the Barn except 1½ Ton all of the Grain in and out of the Barn 1 Two Horse Waggon 1 one horse Wagon 1 Cutter 1 Cow 2 Sheep 2 White Hogs 2 Red and white Calves 1 Log Chain 1 Stake Chain 2 Old Plows 1 Crobar 1 Horse Rake 1 Grain Cradle 1 Sythe & Snath 2 Pitchforks 1 Cutting Box 1 Horse Harness 10 Hens I now own and in my ~~possessions~~ possession

To have and to hold the above granted property to Said Samuell Slater Jr his heirs Executors administrators and assigns to his use forever Provided nevertheless that if the Said Denison Winchell his Executors administrators or assigns Pay the Said Samuel Slater Jr his heirs Executors administrators or assigns the Sum of Seventy five Dollars One year from this date then this instrument also a certain note of even date herewith given by the Said Denison Winchell to the Said Samuel Slater Jr to pay the afore Said Sum at the time afore Said Shall be voide Otherwise to remain in full force

In witness whereof I the Said Denison Winchell have hereunto set my hand and Seal this twelveth day of September One thousand Eight hundred and Sixty six

In presents of Samuel Slater } Denison Winchell L S

Recorded by Samuel Slater Jr } Town Clerk

Know all men by these Presents that I John Hughs of Mount-Washington Berkshire County Massachusetts

In Consideration of One hundred and Twenty five dollars to me paid by Frederick Miles of Salisbury Litchfield County Connecticut
The receipt-whereof I do hereby acknowledge do bargain Sell and deliver to the Said Frederick Miles the following property viz

One Cream Colored Mare Six years Old
One double Harness One two Horse Wagon
One Lof horn Red Cow nine years Old
One five year Old Red Cow One two year old Red Heifer Two white face Red & White yearling Heifers

The Said Frederick Miles to have hold and possess the said property to him and his assigns to their use and behoof forever
The foregoing Sale is on this Condition that if the Said John Hughs shall pay to the Said Frederick Miles or his assigns A Certain Note dated March 12th 1867 viz
For value Received I promise to pay Frederick Miles One hundred & Twenty dollars on demand with interest In witness whereof I have hereunto set my hand & Seal this 12th day of March in the year One thousand Eight hundred & Sixty Seven
In presents of
Peter N Campbell

his
John X Hughs [L S]
mark

Recorded by Samuel Slater Jr Town Clerk

Know all men by these presents

That I Darius Campbell of Mount Washington Berkshire County Massachusetts

In Consideration of Fifty dollars to me paid by Frederick Miles, the following property viz

of satisfactory consideration the receipt whereof I do hereby acknowledge do bargain sell and convey

1 Brindle Cow 14 years old
1 Red & White do 3 years old
1 " " yearling Heifer

The said Frederick Miles to have, hold and possess the said property to his, and his assigns, to their use and behoof forever

The foregoing sale is on this condition, that if the said Darius Campbell shall pay to the said Frederick Miles, or his assigns the following Note dated April 9th 1867. to wit

Stamps

For value received I promise to pay Frederick Miles on demand + interest

In witness whereof I have hereunto set my hand and seal this 9th day of April in the year one thousand eight hundred and sixty seven

In presence of Walter Turner

Darius Campbell to Fra

Recorded by Orrin C Whitney Town Clerk

Know all men by these presents that I John Hughes of Mt Washington Berkshire County Massachusetts

In Consideration of One Hundred and Sixty dollars to me in hand paid by Fredrick Miles of Salisbury Litchfield County Connecticut, the receipt whereof I do hereby acknowledge do bargain sell and deliver to the said Fredrick Miles, the following property to wit

Five Cows viz — One Red Cow seven years old One Red Cow nine years old — One Red Cow with white star three years old — two 2 year old heifers Spotted — 3 yearlings one 2 year old Colt — two horses — one double harness — One double wagon & box all being the same property which I now own The said Fredrick Miles to have hold and possess the said property to his and their assignes, to their use and behoof forever. The foregoing sale is on this Condition that if the said John Hughes shall pay to the said Fredrick Miles or his assignes a certain note dated

Copake Iron Works N.Y.

March 31 1868

For value received I promise to pay Fredrick Miles one Hundred & Sixty dollars on demand and interest. Then this sale to be void otherwise in full force & effect In witness whereof I have hereunto set my hand this thirty first day of March in the year of one thousand eight hundred & sixty eight

his
John Hughes
Mark

In presence of
Orin C Whitbeck
Recorded April 1st 1868 by O. C. Whitbeck Town Clerk

Stamp Cancelled

Know all men by these presents that I Jonathan H. Quamory of Mount Washington County of Berkshire Massachusetts in consideration of one hundred dollars paid by Ira Lamson of said Mount Washington the receipt whereof I do hereby acknowledge do hereby give grant sell and convey unto the said Ira Lamson his heirs executors administrators and assigns forever the personal property hereinafter described to wit One two horse lumber wagon one set of two horse harness one single harness one grind stone one large iron kettle one one horse sleigh six hundred feet of pine boards six hundred feet of hemlock & chestnut boards two plows two iron tooth harrows two steel crow bars three pam doors two old horses one bay & the other brown three bunches lath one barrel lime one dirt scraper five tons hay in the barn & the stack about fourteen shock of oats in the barn about five acres of buckwheat about ½ acre of potatoes all of said property being now in my possession & growing upon my premises except a part of the buckwheat & that was sowed by me upon shares on the land occupied by Mrs Merchant & my share thereof is included in this mortgage

Stamp Cancelled

To have & to hold the above granted property to the said Ira Lamson his heirs executors administrators or assigns the sum of one hundred dollars and interest on demand then this instrument as also a certain note of even date herewith given by the said Jonathan H. Quamory to the said Ira Lamson to pay the aforesaid sum and interest at the time aforesaid shall be void otherwise to remain in full force

turn over to page 69

Know all men by these presents that I John Hughes of Mount Washington in the County of Berkshire & State of Massachusetts in consideration of Seven hundred dollars to me paid by Michael Hughes of Albany in the State of New York, the receipt whereof I do hereby acknowledge do bargain sell and deliver to him the said Michael the following property viz,

One bay two year old Colt with Star in the face, one dark bay mare, & one light bay mare being the same now used by me for a team, a light double Harness, a light double wagon, one lumber wagon, a double work harness, a light one horse wagon, one horse harness, one red Cow, two red Cows, one yearling red heifer, one red Calf, four hogs, all the hay, oats, & Corn, & grain on the place now occupied by me in said Mt Washington a Stove, all said property being now in my possession & use the said Michael Hughes to have hold and possess the said property to his and his assigns to their use & behoof forever

The following sale is on this Condition that if the said John shall pay to the said Michael a promissory note dated November 5 1868 for the sum of Seven hundred dollars, payable to said Michael on demand with interest, which said Note is stamped then the sale is void otherwise in full force & effect

In witness whereof I have hereunto set my hand this Sixth day of November in the year one thousand eight hundred & sixty eight

In presence of
Justin Dewey Jr

John his mark Hughes

Recorded Nov 6 at 4 o'clock P.M.
by O.C. Whitlock town clerk

In witness whereof I the said Jonathan H. Thornton have hereunto set my hand & seal this twenty second day of August in the year of our Lord one thousand eight hundred and sixty eight.

Signed sealed and delivered in presence of
B. Palmer

J. H. Thornton

Recorded Nov 14 1868 by

Geo. C. Whitbeck
Town Clerk

4

I, Mrs Mary Hughes, Wife of John Hughes of Mount Washington, County of Berkshire & State of Massachusetts, hereby declare & publish that I have been & am now doing business in my own name, by carrying on farming & other business owning cattle, sheep, swine, horses & all other property needful to be used about a farm & all other property that I may require in any business

Stamp Cancelled

Dated at Great Barrington Jan 11th 1869

Mary her X mark Hughes

I John Hughes hereby consents & agree that my my wife Mary Hughes may transact business in her own name & have all the benefits arising therefrom

Great Barrington Jan 11th 1869 John his X mark Hughes

Witness to both names

Henry J. Boot

Recorded January 13th 1869

Orin C. Whitbeck

Town Clerk of Mount Washington

Know all men by these presents that we Henry P. Mauve & William H. Mauve of Mount Washington Berkshire County Massachusetts In Consideration of Six & twenty & 84/100 dollars to us paid by Fredrick Miles the receipt whereof we do hereby acknowledge do bargain sell and deliver to him the said Fredrick Miles the following property to wit: One pair of Red Oxen, One Horse Colt Coming two years old in June next, one old Brown Mare One Bay Mare nine years old, One Roan Mare same age. One Mooly Cow five years old — one light red Cows with white across back, nine years old one Grey Cow Six years old, one Heifer Calf Red & White & twelve Sheep — one Red Cow Coming three years old —

The said Fredrick Miles to have hold and possess the said property to his and heirs and assigns to their use and behoof forever, The ~~following~~ following Sale is on this Condition that if the said Henry P. Mauve & William H. Mauve shall pay to the said Fredrick Miles or his assigns a certain note dated Dec 29 1869 as follows

Copake Iron Works N.Y. Dec 29 1868

For value received we jointly & severally promise to pay Fredrick Miles Six Hundred & twenty & 84/100 dollars on demand and interest, — within & from date hereof then this Sale to be void otherwise in full force & effect In witness whereof we have hereunto set our hands & seals this twenty ninth of December in the year ~~one thousand~~ Eight Hundred & Sixty Eight.

In presence of

Gilbert N. Dean

Henry P. Mauve L.S.

Wm H. Mauve L.S.

Received & recorded Jan 10 1869 at 10 O'clock A.M.

Orrin C. Whitbeck

Town Clerk

Know all Men by these presents that I Norman Millins of Mount Washington Berkshire County and State of Massachusetts In Consideration of Two Hundred Sixty one & 88/100 dollars to me paid by Fredrick Miles the receipt whereof I do hereby acknowledge do bargain sell and deliver to the said Miles the following property, viz:

One Red Cow Six years old - one Red Cow Eight years old Two yearling Roan Heifers - Two Bay horses one Roan Colored horse - all of which are now in My Possession The said Fredrick Miles to have hold and possess the said property to his and his assigns. to their use and behoof forever. The foregoing sale is on this condition that if the said Millins shall pay to the said Miles or his assigns. note dated March 31st 1869 as follows. viz.

Copake Iron Works New York Mch 31. 1869

Blank

For value received I promise to pay Fredrick Miles Two Hundred Sixty one & 88/100 Dollars on demand and interest within from date hereof. then the sale is void otherwise in full force and effect. In witness whereof I have hereunto set my hand this Thirty first day of March in the year one thousand eight hundred and sixty nine

Norman Millins

In presence of
Peter N. Campbell

Recorded by
Mow C Whitbeck
T. Clerk
Apr 3d 1869.

Know all men by these presents that I William H. Weaver of Mount Washington Commonwealth of Massachusetts in consideration of One Hundred Dollars in hand paid by John Dibell of said Mount Washington the receipt whereof I do acknowledge to give grant bargain sell and convey unto the said Dibell the following described personal property to wit,

One bay mare being the same that I bought of Jacob Barnett, one Spotted Cow one red Heifer two years old all of said property being now in my possession —

The said Dibell to have, to hold, and possess the said property to his own use and behoof forever

The foregoing sale is on this condition, that the said Weaver is to pay one certain note given to the said Dibell for One Hundred Dollars and interest from the date herewith, given for six months. Now if the said Weaver pay the said note according to the expressed condition, then this mortgage to be void, otherwise to be and remain in full force.

In witness whereof I have hereto set my hand and seal this eighteenth day of March A.D. 1871

In presence of
O. C. Whitbeck

Wm H. Weaver & Seal

Recorded by Dwin C. Whitbeck
Town Clerk

To whom this may concern

This is to certify that I hereby discharge a mortgage given me by William H. Weaver bearing date March 18th 1871 and recorded in the registry of Mortgages page 75. Said Weaver having complied with the conditions of said mortgage

John Dibell

Mt Washington
Jan 2d 1872

Recorded Jan 2d 1872
O C Whitbeck Clerk

To all to whom these presents shall come

Greeting

Know ye that I William J. Tiffany of Mount Washington party of the first part, for (securing the payment of the sums hereinafter mentioned and in consideration of the sum of one dollar to me in hand paid, at & before the ensealing and delivery of these presents by T. Miles of Salisbury Conn party of the second part, (all the goods & chattels hereinafter mentioned & described (Viz)

Twenty five Hundred Cords of wood now cut on my farm in the town of Mount Washington, said farm being the same farm that I bought of Sylil M Green last April, and all other goods and chattels whatsoever, mentioned and expressed in the schedule hereto annexed, now remaining and being — To have and to hold, all and singular, the goods and chattels above bargained and sold, or intended to be, unto the said party of the second part ~~for himself~~ his executors administrators & assigns forever,

And the said party of first part for himself & his heirs executors & administrators all and singular the the said goods & chattels above bargained and sold unto the said party of the second part, his executors administrators & assigns, against the said party of the first part and against all and every person & persons whomsoever, shall and will warrant and by these presents forever defend — Upon Condition, that if the said party of the first part shall and do well and truly pay or cause to be paid unto the said party of the second part his executors administrators or assigns, the sum of Four Thousand Dollars on demand and interest from the 3rd day of last April, the same being mentioned in a note dated April 3rd 1871 and made payable on demand, Also Eleven Hundred ninety two dollars & thirty five cents and interest on demand, the same being mentioned in a note bearing even date

Carried to next page

with this mortgage, then these presents and everything herein contained shall cease & be void
And the said party of the first for himself and his executors administrators & assigns does covenant and agree with the party of the second part his executors administrators and assigns, to make punctual payment of the money hereby secured, and in case default shall be made in payment of the said sum above mentioned, it shall and may be lawful for, and the said party of the first part does hereby authorize and impower the said party of the second part his executors administrators & assigns with the aid and assistance of any person or persons to enter and come into and upon the dwelling house and premises of the said party of the first part and in such other place or places as the said goods and chattels are or may be held or placed, and take and carry away the said goods and chattels, and to sell and dispose of the same for the best price they can obtain, and out of the money to retain and pay the said sum above mentioned, with the interest and all expenses thereon, rendering the overplus (if any) unto the said party of the first part his executors administrators and assigns,
And untill default be made in the payment of the aforesaid sum of money, the said party of the first to remain and continue in quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same, unless the said party of the second part his executors administrators or assigns shall choose sooner to demand the same, and untill such demand be made, the possession of the said party of the first part, shall be deemed the possession of an agent or servant, for the sole benefit and advantage of the principal the said

Carried to the next page

party of the second part

In witness whereof the said party of the first part has hereto set his hand and seal this twenty-sixth day of January one thousand eight hundred and seventy-two

Sealed and delivered
in presence of
Peter N. Campbell

Wm J. Tiffany {Seal}

{Revenue Stamps
$5.50
Cancelled}

Recorded January 24th 1872 at 5 o'clock P.M.

by O. L. Whittier
Town Clerk

To all to whom these presents presents shall come
Greeting
Know ye that I William J. Tiffany of the town of Mount Washington Berkshire County Massachusetts party of the first part, for securing the payment of the sums hereinafter mentioned & in consideration of the sum of one dollar to me in hand paid at or before the insealing and and delivery of these presents by Harriet Miles of Salisbury Litchfield County Connecticut party of the second part, the the receipt whereof is hereby acknowledged have granted bargained & sold and by these does grant-bargain and sell unto the party of the second part all the goods and chattels hereinafter described viz All the wood now cut on my land situated in the town of Mount Washington Mass. known as the Miles Smith property estimated at four thousand cords, and all other goods and chattels whatsoever mentioned & expressed in the schedule hereunto annexed now remaining in possession of the party of the first part To have and to hold all & singular, the goods & chattels above bargained and sold, or intended so to be unto the said party of the second part, his executors, administrators, and assigns forever And the said party of the first part for himself his heirs, executors & administrators all, and singular the said goods and chattels above bargained & sold unto the said party of second part his executors administrators & assigns against the said party of the first and against all and every person and persons whomsoever shall & will warrant and by these presents forever defend
Upon Condition that ~~that~~ if the said party of the first part shall, and do well and truly

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[illegible] pay or cause [illegible] unto the party of the second part his heirs, executors administrators or assigns, the sums of, named in three annual notes, One for four thousand dollars dated April 5th 1871 and made payable April 1st 1872, and endorsed by Fredrick Miles, bearing interest from date, One of three thousand dollars dated April 5th 1871, and made payable April 1st 1873, with interest from April 1st 1872 and endorsed by Fredrick Miles, One of four thousand dollars dated April 5th 1871 and made payable on demand and interest from date.

The same notes being secured by mortgage on the Milo Smith farm situated in the town of Mount Washington This mortgage being given for further securing the payment of said notes — then these presents and everything herein contained shall cease & be void — And the said party of the first for himself his executors administrators & assigns does covenant & agree with the said party of second part his executors administrators & assigns to make punctual payment of the money secured and in case default be made in payment of said sums above mentioned it shall & may be lawful for and the said party of the first does hereby authorize and empower the party of the second part his executors administrators and assigns with the aid and assistance of any person or persons to enter and come into and upon the dwelling house & premises of the said party of the first part & in such other place or places as the said goods & chattels are or may be held or placed and take & carry away the said goods and chattels and to sell and dispose of the same for the best price they can obtain and out of the money to retain and pay the said sum above mentioned with the interest and all expenses thereon rendering the overplus (if any) unto the said party of

Continued on page 81

of the first part his Executors administrators & assigns And untill default be made in the payment of the aforesaid sum of money the said party of the first to retain and continue in in quiet & peacable possession of the said goods & chattels & the full & free enjoyment of the same unless the said party of the second part his Executors administrators or assigns shall choose to sooner demand the same and untill such demand be made, the possession of the said party of the first part shall be deemed the possession of an agent or servant for the sole benefit & advantage of the principal, the said party of the second part In witness the party of the first has hereunto set his hand & seal this 2 day of April one thousand eight hundred and seventy two

Sealed and delivered in presence of Peter N. Campbell

Wm J. Tiffany & Seal

Received & Recorded April 2nd 1872 at 6 o'clock P. M

Stamp Cancelled $5.50

O. C. Whitbeck

Town Clerk

~~The Schedule annexed to the above mortgage~~

Schedule of Property referred to in the instrument above

One Steam Mill & Engine connected together with all the fixtures belonging to said mill & Engine

Two double wagons, one pair Red oxen one pair Roan or Spotted stags, one pair stags one of them grey or Spotted & the other Red

Four bay Horses — all of the above property is is now in my possession

Recorded Apr. 2, 1872

O C Whitbeck
Town Clerk

To all to whom these presents shall come know ye that I William J. Liffany of the town of Mount Washington County of Berkshire and Commonwealth of Massachusetts of the first part for the purpose of securing the payment of the money hereinafter mentioned and in consideration of the sum of one dollar to me in hand paid by Isaac Spurr of the same place of the party of the second part at or before the insealing and delivery of these presents the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain and sell unto the party of the second part all of the wood now cut standing and being on the Milo Smith farm in said Mount Washington together with one hundred bushells of potatoes being on said farm

To have and to hold all and singular the goods and chattels above bargained and sold or intended to be sold unto the party of the second part his Executors administrators and assigns forever. And I the party of the first part for myself my heirs Executors and administrators all and singular the said goods and chattels above bargained and sold unto the party of the second part his heirs Executors administrators and assigns against me the said party of the first part and against all and every person or persons whomsoever shall and will warrant and defend. Upon Condition that if I the party of the first part shall well and truly pay unto the said party of the second part his Executors administrators or assigns the sum of five hundred dollars with legal interest for the same on the first day of February one thousand eight hundred and sixty three, And I the party of the first part do further

Covenant with the said party of the second part in the sum of one thousand dollars to indemnify the said party of the second part from all cost and trouble that may arise in consequence of the said party of the second part receipting property of the party of the said first part that was attached by Peter W. Campbell to the amount of one thousand dollars

Now therefore if the said party of the first part perform all of the obligations on his part above written then these presents shall be null and void otherwise to remain in full force and effects

In witness whereof I the said party of the first part have hereunto set my hand and seal this twenty ninth day of October one thousand eight hundred and seventy two

Signed sealed and delivered in presence of Esther Groat

Wm. J. Diffan Seal

Received and Recorded October 30th 1872 at 9 o'clock A. M.

O. C. Whittlesey
Town Clerk

Know all men by these presents that I William H. Mauck of the town of Mount Washington County of Berkshire and State of Massachusetts in Consideration of one Hundred dollars paid by Edgar Campbell of the aforesaid Mount Washington the receipt whereof is hereby acknowledged do hereby grant sell transfer and deliver unto the Edgar Campbell the following goods and chattels namely

One bay Mare known as the Barnett Mare
one red & White homless Cow
one red Cow five years old
one White faced Cow three years old
one White & red two year old heifer

To have and to hold all and singular the goods and chattels to the said Edgar Campbell and his executors administrators and assigns to their own use and behoof forever

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels, that they are free from all incumbrances that I have good right to sell the same as aforesaid and that I will warrant and defend the same against the lawful claims and demands of all persons

Provided nevertheless that if the grantor or his executors administrators or assigns shall pay unto the grantee or his executors administrators or assigns the sum of one hundred dollars on the first day of November next with interest at the rate of seven per cent per annum and until such payment shall not waste or destroy the said goods and chattels nor suffer them to be attached on mesne process

And shall not except with the consent in writing of the grantee or his representative attempt to sell or remove from Mount Washington the same or any part thereof then this deed as also a certain note of even date herewith signed by the said Maver whereby he promises to pay to the grantee or order the said sum and interest at the times aforesaid shall both be void

And it is agreed that untill defaults in the performance of the condition of this deed the grantor and his Executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same

In witness whereof I have hereunto set my hand and seal this nineteenth day of February in the year one thousand Eight hundred and Seventy three

Signed Sealed and delivered in presence of Frank B. Maver

William H. Maver (Seal)

Received and recorded February 26. 1873 at 6. o'clock 30 Minutes A. M.

O. C. Whitbeck
Town Clerk

To all to whom these presents shall come

Greeting

Know ye that I. W. J. Tiffany of the town of Mount Washington County of Berkshire & State of Massachusetts in consideration of two thousand dollars to me in hand paid by J. H. Bulkeley of the town of Hillsdale County of Columbia and State of New York the receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey unto the said J. H. Bulkeley his heirs and assigns forever the following described personal property lying & being in Mount Washington aforesaid to wit

All the lumber now cut of whatever description lying and being on my premises in said Mount Washington by estimation twenty five thousand feet

All the saw logs on said premises including Rail Road ties and timber, and finaly all the lumber and timber that may be made from the logs above described Everything in the shape of wood not embraced in a mortgage by me to Fredrick Miles dated Apr 2 1872 in and upon the premises now owned and occupied by me, also the personal property of Whatever Kind to wit

Three lumber wagons, two Buggy wagons two bob Sleighs. two sett single Harness two sett double Harness, all the Blacksmith tools in my shop. One bey horse, one log cart - twenty chains, tools belonging to the mill and used about the mill yard

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Plows. Mowing Machine & all other farming tools used about the farm

The condition of this mortgage is such that whereas I. W. J. Tiffany have executed a certain note for two thousand dollars to Frederick Miles payable on the first day of April next said note being indorsed by the said J. H. Bulkeley

Now if I the said W. J. Tiffany pay or cause to be paid to the said Frederick Miles the above named sum of two thousand dollars and interest from date, and fully keep all the covenants in the above described note, and save the said Bulkeley harmless in consequence of the same, and do all things necessary from time to time to carry out my contract with said Miles so as to save the said Bulkeley harmless on account of the liability which he assumes by his indorsement to such instrument then this instrument to be of no effect

If otherwise the said Bulkeley is empowered to and may at any time enter in and upon the premises or where the property may be found and take and convert the same into money and apply the proceeds thereof to the payment and discharge of the liability which he the said Bulkeley assumes

Said property to be and remain ~~the~~ the property of the said Bulkeley and the returns of all sales of said property (much by me the said Tiffany to belong to the said Bulkeley until the payment of the instrument this mortgage is meant to secure

In witness whereof I have hereunto set my hand and seal this twenty first day of June one thousand eight hundred and seventy-two

Sealed and delivered in presence of

O C Whitbeck

W. J. Tiffany & Seal

Stamps $1.

Know all men by these presents that I Richard Powell of Mount Washington County of Berkshire and State of Massachusetts in Consideration of two hundred and two dollars & fifty cents paid by S. C. Surdam of the town of Theressa. Jefferson County New York. the receipt whereof I do hereby acknowledge do give grant bargain sell & convey unto the said S. C. Surdam his Executors and assigns the following personal property. to wit — one pair of Red oxen four years bring the same I bought of Said Surdam

Stamp 30

one Cow Six years old grey
one Cow four years old bring the same I bought of Surdam one Cow Six years old Red & white
one Cow Six years old red
one Cow five years old Red
One Cow three years old Red
one Cow twelve years old Red & White

and this sale is on this condition that is if I Richard Powell do pay or cause to be paid to the said S. C. Surdam or his assigns the sum of two hundred and two dollars & fifty cents and interest on the same said sum, mentioned in a note bearing date of April 22. 1872. and given to the said Surdam for the payment of the ~~oxen~~ yoke of oxen and one Cow described in this mortgage Now if I Richard Powell pay said Note according to the legal tenor thereof then this instrument to be void otherwise to be and remain in full force I

In witness whereof I have hereto set my hand and seal this third day of May in the year of our Lord one thousand eight hundred & seventy two

In presence of
Elizabeth Joyce

Richard his Powell & Seal
mark

Recorded June 3d 1872 at three o'clock P. M by O. C. Whitlock
Clerk

89

90

Know all men by these presents that I William J. Tiffany of Mount Washington Berkshire County Massachusetts in consideration of three hundred dollars to me paid by Fredrick Miles of Salisbury Connecticut the receipt whereof I do hereby acknowledge do bargain sell and deliver to him the said Miles the following property viz Two Hundred Cords of Wood Situated on the land purchased by said Tiffany of Sybil M Green - said was cutt since the 5th day of October 1872

The said Fredrick Miles to have hold and possess the said property to his heirs and assigns to their use and behoof forever — The foregoing sale is on this condition that if the said William J. Tiffany shall pay to the said Fredrick Miles his heirs or assigns a certain note dated Copake Iron Works May 2d 1873 on demand and interest at 7 a/2 pr annum on demand In witness whereof I have hereunto set my hand this second day of May in the year one thousand eight hundred and seventy three

In presence of
G. W. Deane

W. J. Tiffany

Recorded by
A. C. Whitbeck
Town Clerk

To all to whom these presents shall come,
Greeting:
Know ye, that I Henry P. Beaver of Mt. Washington, County of Berkshire, State of Mass. am indebted unto S. C. Sudam of Red woods Jefferson Co. State of New York, in the sum of one hundred and seventy five dollars, being for one pair of oxen, Now for securing the payment of the said debt and interest from the date hereof, to the said Sudam — I do hereby Sell, Assign, and Transfer, to the said Sudam, all the Goods, Chattels, and property, described in the following Schedule, viz:
One Pair of Red oxen five years old — being the same pair that I this day bought of the said Sudam, also one three year old Heifer of red and white color — being the three year old Heifer that I now own — now in my possession, and free from all incumberance, said property now being and remaining in the possession of the said Beaver. Provided always, and this mortgage is on the express condition, that if the said Beaver shall pay to the said Sudam, the sum of one hundred and seventy five dollars, with interest as follows viz:
On or before the first day of January 1874. for value received I promise to pay S. C. Sudam, one hundred and seventy five dollars with interest at seven per cent per annum, which said sum and interest the said Beaver, hereby covenants to pay, then this transfer to be void and of no effect: but in case of non-payment of the said sum at the time or times above mentioned together with interest, then the said Sudam shall have full power and authority, to enter upon the premises of the said party of the first part, or any other place or places where the goods and chattles aforesaid may be, to take possession of said property, to sell the same, and the avails (after deducting all expenses of the sale and keeping of the said property)

95

Know all men by these presents that I Horace W. Schutt of Mount Washington County of Berkshire and state of Massachusetts in consideration of one hundred dollars paid by Abram Schutt of said Mount Washington the receipt whereof I do hereby acknowledge give grant bargain sell and convey unto the said Abram Schutt the following personal property. One black Horse being the same that I got of the said Abram Schutt one brown horse one pair of traverse sleighs one lumber wagon one double harness said property being now in my possession to have and to hold the above named property to his use and behoof forever.

The foregoing sale is on this consideration that if I the said Horace Schutt pay or cause to be paid to the said Abram Schutt one certain note of even date herewith for one hundred dollars on the first day of August next then this instrument to be void otherwise to be in full force

In witness whereof I have hereto set my hand and seal this first day of May AD. 1874. Interlineations made before the delivery of this instrument.

Signed sealed & delivered in presence of C. C. Whitbeck

(Seal)
Horace W. Schutt

Recorded by C. C. Whitbeck
Town Clerk

May 1st 1874 at 8 o'clock and 45 minutes

To all to whom these presents shall come, Know Ye that I Henry Morison of the town of Mount Washington County of Berkshire and Commonwealth of Massachusetts for the security of the payment of money hereafter mentioned and in the consideration of the sum of one dollar to me duly paid by William Bright of the town of Copake N. Y. at or before the ensealing and delivering these presents the receipt whereof is hereby acknowledged have bargained and do by these presents do grant bargain sell unto the party of the second part, a certain pair of Roan Stags now the possession of the party of the first part ~~first~~

To have and to Hold the above described Stags above bargained and sold, unto the party of the second part or his legal Representative or assigns for ever and I the same party of the first part for myself, my heirs executors and administrators, have bargained and sold unto the party of the second part, his heirs and assigns and against all and every person or persons whomsoever shall and will warrant and forever defend, upon condition that if the party of the first part shall well and truly pay or cause to be paid the sum of One Hundred & forty dollars and interest in four months from the date of this instrument, as also a certain Note bearing even date with these presents, for four Months for One Hundred and forty dollars and interest, Then this instrument is void

over

otherwise to remain in force and virtue

In witness whereof I the same party of the first-part have hereto set my hand and seal this 29th day of October, One Thousand Eight-Hundred and Seventy four ——

Sealed and delivered
in presence of
William Wright-Jr. Henry his × mark Monson (Seal)

Recorded by O. C. Whitbeck
Town Clerk

Oct. 30th 1874. 7 o'clock 15 minutes A.M.

I James Layhe of Mount Washington
Massachusetts in Consideration of four
hundred dollars paid by Dennis Donohue
of Copake New York do Convey to said Donohue
the following personal property to wit
One roan Colored Mare
One bay Colored Horse
one two horse lumber wagon
one one horse wagon
Two Milk Cows
five yearlings (four of them heifers one bull)
One Sow pig & the farming utensils
owned by me All of said property
is now in my possession on said
Mount Washington is warranted free
from incumbrances & is sold upon
condition that if I shall pay my
certain promissory note bearing even
date herewith given to the said
Donohue or order for the sum of
four hundred dollars according to the tenor
of said note then this mortgage
shall be void
Witness my hand & seal this
Sixth day of January A.D. 1875 —
Executed in presence of

his
James X Layhe Seal
mark

H C Joyce

Recorded January 6th 1875 —
at 7 o'clock P.M.

O. C. Whitbeck

Town Clerk

Know all men by these presents, that I, Richard P. Powell of Mt. Washington, Berkshire County, Massachusetts. In consideration of One hundred and fourteen 6/100 dollars, to me, paid by Peter N. Campbell of Copake in the State of New York; the receipt whereof I do hereby acknowledge, do bargain, sell and deliver to him the said Peter N. the following property, viz.—:

One pair of red oxen, the same I had of S. C. Sardam, Two red cows, two gray cows, one spotted cow, said property is subject to a mortgage to said Sardam, and is now in my possession,

The said Peter N. to have, hold and possess the said property to him and his assigns, to their use and behoof forever. The foregoing sale is on this condition, that if the said Richard Powell shall pay to the said Peter N. note dated October 21. 1874. for the sum of one hundred and fourteen 6/100 dollars payable to Peter N. Campbell or order on demand with interest at the rate of seven per cent. then the sale is void, otherwise in full force and effect.

In witness whereof I have set my hand this twenty first day of October, in the year One Thousand Eight hundred and Seventy four.

In presence of

J. Dewey Jr. } Richard P. his X mark Powell. Seal

Recorded Feb 8. 1875 at 12. O. Clock noon

E. O. Wheeler

To whom it may concern. This is to certify that I, Elizabeth Powell, wife of Richard Powell, of Mount Washington, Massachusetts, am now carrying on and hereafter intend to carry on, upon my own and separate account, and for my own use and benefit, free from the control of my said husband, the business of farming, at the "See farm" so called, now owned by one Owen Garland and situated in said Mt Washington in the Southerly part thereof.

Dated at said Mt. Washington, this eleventh day of February, A.D. 1875.

Seal

Elizabeth Powell.

Recorded Feb 13th 1875 by

O. Whitbeck
Town Clerk

I James Lahey of Mt. Washington Berkshire County Massachusetts in consideration of four hundred dollars paid by Dennis Danohue of Copake Columbia County N.Y. do convey to said Danohue the following personal property to wit:- One spotted con three years old being the same I had of Chester Goodale warranted free from encumbrance and sold upon condition that if I shall pay my certain promissory note dated January 6th 1875 given to the said Dennis Danohue or order for the same of four hundred dollars, according to the tenor of said note then this mortgage shall be void, Witness my hand and seal this tenth day of May A.D. 1875

Executed in presence of H. C. Joyner } James his + mark Lahey Seal

Recorded by O. C. Whitbeck
Town Clerk

Recorded May 10th 1875 ~~January~~

I James Lahey of Mount Washington in the County of Berkshire & state of Massachusetts in consideration of four hundred dollars paid by Dennis Donohue, of Hopatcong in the County of Columbia, & state of New York. do convey to said Donohue, the following property, to wit All my interest in the hay in the barns & on the farm of Chester Goodale in said Mount Washington & all the hay, grain potatoes & other ~~crops~~ crops now being & growing on the farm where I now live in said Mount Washington. Said property is sold upon condition that if I shall pay my certain promissory note dated January 6th A.D. 1875. given to the said Dennis Donohue or order for the sum of four hundred dollars according to the tenor of said note, then this mortgage shall be void. It is agreed that I shall retain possession untill condition broken. Witness my hand & seal this seventh day of August A.D. 1875.

Seal

Executed in presence of } James his + mark Lahey
H. O. Joyner }

Recorded by O. O. Whitbeck
Town Clerk

August 7th 1875. at 6 o'clock. P.M.

Know all men by these presents that we Anne Frank and Adolph Frank both of Mount-Washington County of Berkshire and State of Massachusetts in consideration of two hundred and fifty four dollars paid by Jules Oleos of Mount Washington aforesaid and Chelier Frank of the town of Dover and County of Dutchess and State of New York, the receipt whereof we do hereby acknowledge do give, grant, bargain sell & convey unto the said Jules Oleos and Chelier Frank their heirs, executors and assigns the following personal property (to wit) one Black Horse, one Bay Horse, one lumber wagon, one set of double Harness, and twelve tons of Hay, one red cow, one two year old Heifer, one Springs colt said property now being in our possession. This sale is made on this condition, that is, if the said Anne Frank and Adolph Frank pay or cause to be paid to the said Jules Oleos and Chelier Frank the sum of two hundred and fifty four dollars by the first of July next with interest then this instrument as also a certain note bearing same date herewith, is to be void otherwise to be and remain in full force. In witness whereof we have hereto set our hands and seals this twenty fifth day of October, A.D. 1875.

In presence of
Annie L Frank

Anne Frank
his
Adolph + Frank Seal
mark

Recorded October 28th 1875. By
Orin C Whitbeck
Town Clerk

I James Lahey of Mount Washington Berkshire County Massachusetts in consideration of four hundred dollars ($400.) paid by Dennis Donohue of Copake in the County of Columbia New York do convey to said Donohue the following property viz: One roan colored cow six years old warranted free from incumbrance and sold upon condition that if I shall pay my certain promissory note dated January 6th 1875 given to the said Dennis Donohue or order for the sum of four hundred dollars according to the time of said note then this mortgage shall be void —

It is agreed that I shall retain possession till condition broken

Witness my hand this 17th day of January A.D. 1876

James his X mark Lahey

Witness
F. C. Joyner

Recorded Jan. 17th 1876 by
C. C. Whitbeck
Town Clerk

Know all men by these presents that I James Sayhe of Mount Washington in the County of Berkshire Mass. have this day sold and delivered to Patrick Sullivan of West Stockbridge in sd. County one bay horse, & one Spotted (or arabian) mare both seven years old
& the same I now have & use, they are now subject to a Mortgage liens given by me to Dennis Donahue & are subject to the same
The Condition of this sale is as follows I have this day given the sd. Patrick Sullivan my Note for two hundred dollars with annual interest at seven per cent and payable in two years from this first of April next.
Now if I shall well & truly pay sd note & interest according to the tenor thereof then this sale & note shall be void otherwise to remain in full force
In witness whereof I have hereunto set my hand this tenth day of March A.D. 1876
Witness

B. Farmer

his
James X Sayhe
mark

Recorded March 24th at 11 o'clock 45 minutes A.M. by

Orin C. Whitbeck

To all to whom these presents shall come,

Greeting

Know Ye, that I Charles Schutt of the Town of Mount Washington County of Berkshire and State of Mass, of the first part, for securing the payment of the sum hereinafter mentioned, and in consideration of the sum of one dollar to me in hand paid, at or before the ensealing and delivery of these presents, by Frederick Miles of Salisbury Litchfield County Conn. of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and assigned, and by these presents do grant, bargain, sell and assign unto the said party of the second part, All the wood now cut, on the lot known as the Dean lot estimated to be Eight Hundred Cords and all other goods and chattels whatsoever, mentioned and expressed in the schedule hereunto annexed, now remaining and being in possession of said Schutt.

To have and to hold, all and singular the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators and assigns forever. And the said party of the first part, for himself and his heirs, executors and administrators, all and singular the said goods and chattels above bargained and sold unto the said party of the second part, his executors, administrators and assigns, against the said party of the first part, and against all and every person and persons whomsoever, shall and will Warrant, and by these presents for ever Defend. Upon condition, that if the said party of the first part shall and do well and truly pay, or cause to be paid unto the said party of the second part, his executors, administrators or assigns, the sum of viz. one note dated May 1

1876 on demand and interest for Eight-Hundred Thirty-five and 7/100 Dollars - also one note dated May 1 1876 payable April first 1877 for Four Hundred Thirty-nine Dollars and Seventy Six Cents - then these presents and everything herein contained, shall cease and be void. And the said party of the first part - for himself and his executors, administrators and assigns, do covenant and agree to and with the said party of the second part, his executors, administrators and assigns, to make punctual payment of the money hereby secured and in case default shall be made in payment of the said goods and chattels, it shall said sum above mentioned, or in case the said party of the second part shall sooner choose to demand the said goods and chattels, it shall and may be lawfull for, and the said part of the first part does hereby authorize and empower the said party of the second part, his executors, administrators and assigns, with the aid and assistance of any person or persons, to enter and come into and upon the dwelling house and premises of the said party of the first part, and in such other place or places as the said goods and chattels are or may be held or placed, and take and carry away the said goods and chattels to sell and dispose of the same for the best price they can obtain, at either public or private sale, and out of the money to retain and pay the said sum above mentioned with the interest and all expenses and charges thereon, rendering the overplus (if any) unto the said party of the first part his executors, administrators and assigns. And until default be made in the payment of the aforesaid sum of money, the said party of the first part to remain & continue in quiet and peaceable possession of the

said, goods and chattels, and the full and free enjoyment of the same unless the said party of the second part his executors, administrators or assigns, shall sooner choose to demand the same, and until such demand be made, the possession of the said party of the first part, shall be deemed the possession of an agent or servant for the sole benefit and advantage of his principal, the said party of the second part.

In witness whereof the said party of the first part has hereunto set his hand and seal this first day of May, One Thousand Eight Hundred and Seventy Six

Sealed and delivered in the presence of.
G. A. Dean
P. N. Campbell

Seal
Charles Schutt

Recorded May 13th 1876 at 5 o'clock P.M.

O. C. Whitbeck
Town Clerk.

Schedule of Property

Eight Hundred Cords of wood now cut on lot known as the Dean lot and owned by the said Schutt — also 230 Cords of wood now cut on lot owned by the said Schutt and known as the Whitbeck lot.

I John Crowell of Mount Washington in the County of Berkshire and state of Massachusetts in consideration of twenty five dollars paid by Mary Houghs of said Mount Washington do convey to the said Mary Houghs the following property to wit. one spotted Cow four years old being the same which I bought of the said Mary Houghs this day.

Said Cow is sold upon this condition that if I shall pay my certain note bearing even date herewith to the said Houghs for twenty five dollars and interest according to the legal tenor of this Mortgage to be void otherwise to be in full force.

Witness my hand and seal this fifth day of June A.D. 1876

Executed in presence
of O. C. Whitbeck

John Crowell {Seal

Received and recorded June 5th 1876 at 3 o'clock 45 minutes P.M. Clerks Office
Mt. Washington

O. C. Whitbeck
Town Clerk

I James Lahey of Mt. Washington Berkshire County Massachusetts in consideration of three hundred dollars paid by Amen Bigsby of Hillsdale in the State of New York do convey to said Bigsby all the crops now growing on the farm where I now live in said Mt. Washington being a crop of oats, potatoes, buckwheat, and grass or hay in the meadows and also a small piece of rye. Also all my interest in the crops cultivated by me on the farm of Widow Dibell so called situated on said Mt. Washington being crops of grass oats and buckwheat. Said property is sold upon condition that if I shall pay my certain promissory note dated about Apr. 1st 1874. given to the said Bigsby or order for the sum of Three Hundred Dollars according to the tenor of said note then this mortgage shall be void.

Witness my hand this 12th day of July A.D. 1876

Executed in presence of
Sara A. Beers

James his x mark Lahey

Received and recorded July 13th 1876 at 8 o'clock P.M.

A. C. Whitbeck
Town Clerk

112

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Know all men by these presents, that I, James Sabey of Mt. Washington, Berkshire County Massachusetts, in consideration of One hundred dollars paid by Dennis Donohue of Copake, in the State of New York, the receipt whereof I do hereby acknowledge do for myself and my heirs, by these presents, remise, release, and forever quitclaim unto the said Dennis Donohue - his heirs and assigns forever, all my right and title to that certain tract or farm of land situated in said Mt. Washington, that is described and embraced in the deed of Ambrose Satting, to me dated March 28, 1874 and Recorded in the Registry of Deeds at Great Barrington in said County in Book No. 143, page 473 - The premises being the same that are described in a Mortgage deed given by me to said Donohue dated January 6, 1875 and Recorded in said Registry in Book No. 147, page 21 - reference to the aforesaid deeds or to the records of them being had for further description - I also hereby sell and convey to said Donohue all my right and interest in and to five cows - five Swine, one grey mare one bay horse, one two horse Lumber Wagon, one single or one horse wagon with steel springs - one mowing machine, one two horse sleigh & one one horse sleigh - Said personal property being all now in my possession in said Mt. Washington, and is subject to a Mortgage heretofore given by me to said Donohue -

To have and to hold, the afore-mentioned premises with all the privileges and appurtenances thereto belonging to the said Dennis Donohue, his heirs and assigns to his and their use forever, so that neither I, the said James Sabey, nor my heirs, or any other person or persons claiming from or under me, or them shall or will, by any way or means, have claim or demand any right or title to the aforesaid premises forever.

By witness whereof, I the said James Lahey, and my wife Johanna who joins in this deed in token of her release of all right and title of and to both dower and homestead, in the above released premises have hereunto set our hands and seals this twenty fourth day of October in the year of our Lord, one thousand eight hundred and seventy-six.

Signed, sealed, and delivered in presence of
A. Seeley.

James his + mark Lahey (Seal)

Johanna Lahey (Seal)
Oct. 24th 1876.

Berkshire ss.
Then the above named James Lahey acknowledged the above instrument to be his free act and deed before me,
Isaac Seeley, Justice of the Peace.

Berkshire ss.:
Received Great Barrington, Rec. Oct. 24, 1876 at 2 min. 20 min P.M. Recorded in Book No. 45 page 287 & Examined by Isaac Seeley.

James Lahey
to
Dennis Donohue,
Rec. Oct. 24th 1876 at 6 o'clock. ~~2 min.~~ P.M.
C. C. Whitney
Town Clerk.

I H. S. Goodale of Mount-Washington in Berkshire County Massachusetts in consideration of one Hundred & ninety-eight dollars and five cents paid by A. S. Fassett and Frank Durant partners in business under the name of Fassett and Durant both of Great Barrington in said County do convey to said Fassett & Durant one piano being the same now in my possession and used by my family in Mt Washington.

The said piano is warranted free from incumbrance and is sold upon condition that if I shall pay my certain promissory note bearing even date herewith given to the said Fassett & Durant or order for the sum of one hundred and ninety-eight 50/100 dollars according to the tenor of said note then this mortgage shall be void. But if default shall be made in the payment of the principal sum aforesaid with interest or any part thereof or any interest thereon then said Fassett & Durant or their assigns are hereby authorized to take advertise & sell the said piano at public sale and to apply the proceeds of such sale to the payment of said sum and interest thereon and the cost attending such sale, paying the surplus if any thereof to said Goodale or his representatives or assigns.

over

Witness my hand and seal
this thirty first day of January
A D 1877

In presence of
O C Whitcraft

H. S. Goodale & Seal

I, W. H. Earle of Mt. Washington County of Berkshire State of Massachusetts in consideration of Eighty five dollars paid by Edward B. Beardsley of Egremont County & State aforesaid do convey to said Edwin B. Beardsley the following personal property — to wit — One brown mare bought by me this day of said Beardsley — One gray mare one Express wagon — One Single harness — Two red Cows — Warranted free from incumbrance; upon condition that if I shall pay my certain promissory Note bearing even date herewith given to the pl. Beardsley or order for the sum of Eighty five dollars according to the tenor of said Note — then this mortgage shall be void, It is agreed that I shall retain possession till condition broken.

Witness my hand and seal this 10th day of Apr A. D. 1877

Witness —

D. Dalzell Jr. Wm H. Earle

Berkshire S.S. Then the above named W. H. Earle personally appeared & acknowledged the above instrument to be his free act and deed before me.

So. Egremont Apr. 10th 1877 — D. Dalzell Jr.

Recorded by

O. C. Whitbeck

Town Clerk

Know all men by these presents that I James Lahey of Mount Washington Berkshire County Massachusetts in consideration of five hundred Dollars paid by Dennis Donohue of Copake in the County of Columbia and State of New York, the receipt whereof I do hereby acknowledge do hereby sell, convey and deliver to the said Donohue the property hereinafter described, viz- all the crops now growing and being on the farm situated in said Mount Washington whereon I now live- to wit- all the potatoes now growing on said farm being about five acres- also all the oats growing upon said farm being about fourteen acres- also about seven acres of Buckwheat. also all the grass now growing and being upon said farm being about fifteen acres- and one two horse wagon with steel springs the same I had of Abraham Schutt.

To have and to hold all the aforesaid property to the said Donohue his legal representatives and assigns to his and their use and benefit forever. The condition of this sale is as follows.

I am indebted to the said Donohue in the sum of five hundred Dollars according to the tenor of two promissory Notes given by me to the said Donohue, to wit: one dated January 6. 1875. for $400. & interest at seven per cent payable to said Donohue or order Apr. 1st 1876- the other for the sum of $100 dated on or about Oct. 28th 1876- now if I shall pay said sum & interest according to the tenor of said notes- then this sale shall be void otherwise shall be & remain in full force.

Witness my hand and seal July 5th 1877.

In presence of }
I Seely }

James his + mark Lahey

Recorded by
C. C. Whitbeck

I James Layhe of Mount Washington County of Berkshire and State of Massachusetts in consideration of five hundred dollars paid by Dennis Donohue of Copake Columbia County and State of New York do sell and convey unto the said Donohue one Mowing Machine that I bought of George Bullock of Hillsdale said property is sold upon condition that if I pay my my certain promissory notes given to the said Donohue one for four hundred dollars and interest dated January 6. 1875 and one for one hundred dollars dated on or about October 28. 1876 according to the legal tenor thereof then this mortgage to be null and void otherwise to be and remain in full force

In witness whereof I have hereto set my hand this sixteenth day of July A.D. 1877

Executed in presence of James his X mark Layhe
Cora E. Whitbeck

Recorded by
O. C. Whitbeck
Town Clerk
July 16. 1877 at 9. O'clock A.M.

I Garrett Chichester of Mt. Washington Berkshire Co. Mass, in consideration of Eighty four 78/100 dollars to me paid by David Dalzell David Dalzell Jr. & William Dalzell of Egremont County & State aforesaid doing business under the firm name of D. Dalzell & Sons do convey to the sd D. Dalzell & Sons the following personal property To wit= One side bar wagon bought by me of sd D. Dalzell & Sons in 1876 One single harness - also Two Hogs = on Chester Goodales farm in sd Mt. Washington - all warranted free from incumbrance - upon condition that if I shall pay my certain promissory note - bearing even date herewith given to the sd D Dalzell & Sons or order for the sum of eighty four 78/100 dollars according to the tenor of sd. note - then this mortgage shall be void -

Witness my hand and seal this Twenty Eighth day of July A.D. 1877=

Executed in presence of Winthrop H. Phelps

G. Chichester

Recorded by O. C. Whitbeck
Town Clerk
July 30" 1877 at 6 o'clock P. M.

I Henry S Goodale of Mount Washington Berkshire Co Mass in Consideration of Eight Hundred dollars paid by D. Dalzell Jr of Egremont Mass do convey to said Dalzell all the hay now stored in my barn & sheds and all the grain now stored in my buildings consisting of oats, buckwheat, and corn, & the potatoes in my cellar all my silver and chinea, library of books, beds and bedding, together with all horses & carriages and harness in my barns, said property is sold upon this condition that I shall pay my certain promissory note dated Aug 26th 1878 given to the said Dalzell for order for Eight Hundred dollars, with interest according to the tenor of said note then this mortgage shall be void.

Witness my hand and seal this 18th day of October 1877

Witness
O C Whitbeck

H S Goodale & seal

Recorded by
O C Whitbeck
Town Clerk

I, Henry S. Goodale of Mt. Washington Berkshire Co. Mass. in Consideration of Eight Hundred Dollars Paid by D. Dalzell Jr. of South Egremont Mass. do convey to said Dalzell all of my grass or hay and my share of all the crops now growing on the farm where I now live in said Mt. Washington or stored in my buildings. being a crop of oats. corn. potatoes. buckwheat &c., Said property is sold upon condition that if I shall pay my certain promissory Note - dated Aug. 26th 1875 given to said Dalzell or order. for the sum of Eight Hundred Dollars ($800). according to the tenor of said note, then this Mortgage shall be void.

Witness my hand this 17th day of July 1877.

Henry S. Goodale

Filed for record July 17th 1877 at 8 o'clock A.M.

Recorded by
O. C. Whitbeck
Town Clerk

The above Mortgage was signed in my presence on the day of its execution

O C Whitbeck

Commonwealth of Massachusetts.

Berkshire, ss.

L.S. To the Sheriff of the said County of Berkshire, or either of his Deputies, or the Constable of any Town of and within said County, or to any or either of them,

Greeting;

In the name of the Commonwealth of Massachusetts, you are required to attach the goods or estate of Henry S. Goodale of Mount Washington in said County, to the value of two Hundred Dollars, and for want thereof to take the body of the said Henry S. (if he may be found in your precinct,) and him safely keep, so that you have him before our District Court of Southern Berkshire, to be holden at Great Barrington in said County, on Saturday, the Eighth day of September next at ten of the clock in the forenoon, then and there to answer unto Robert Campbell of said Mount Washington in an action of Contract

To the damage of said Plaintiff as he says the sum of two hundred dollars as shall then and there appear with other due damages Hereof fail not and make due return of this writ with your doings thereon

Witness James Bradford Esq Justice of the said Court at Great Barrington aforesaid the twenty seventh day of August in the year of our Lord one thousand eight hundred and seventy seven

Thomas Siggings
Clerk

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Know all men by these presents that I Jacob N Poucher of the town of Mount Washington County of Berkshire State of Massachusetts, in consideration of twenty five dollars paid by William Wright of Copake N.Y. The receipt is hereby acknowledged do by these Presents give grant sell & convey to the sd William Wright. One Cow being a Mully, Red, with a white face, to the said Wright as security for the payment of said twenty five dollars and interest for the whole payment. I hereby covenant and agree to him the said Wright or his legal representatives on the 1st day of August next for which payment I bind myself or my legal representatives to do — This grant is made for the security of said sum to be, well and truly to be made. And if the payment is made according to the legal ~~tenor~~ of the instrument, according to Note bearing even date with this instrument, then this instrument to be void, otherwise of force Dated at Mount Washington this 20th day of November 1876.

Signed Sealed and delivered in presence of
Nora Webster

Jacob N. Poucher & seal

Recorded Dec
O C Whitbeck
Town Clerk

Know all men by these presents that I Charles Schutt of Mount Washington in County of Berkshire and State of Massachusetts in consideration of two hundred and eighty dollars paid by Laura W. Culver of Mount Washington aforesaid, the receipt whereof I do hereby acknowledge, do hereby give grant sell and convey unto the said Laura W the following described property (to wit-)

one span of horses, one spotted cow, one light red cow, one dark red cow one two years old light red heifer, one two years old spotted heifer, one yearling steer, two spring calves, two lumber wagons, two coal boxes, one mowing machine, forty bushels of corn in the ear, all the hay and oats in my barns, all the potatoes in my cellar being about seventy five bushels, all the timber now cut on the "Dean Lot" so called in Mt Washington one plow, one drag, one light wagon one double harness, said property all, now being in my possession —

The condition of this mortgage is such, that whereas, I have made two promissory notes to Laura W. Culver, one for eighty dollars and interest, bearing date April 1st 1873 and one for two hundred dollars and interest, bearing date September ~~tenth~~ 10th 1877 Now if I shall pay said notes according to the legal tenor thereof, then this instrument to be void, otherwise to be in full force

Dated at Mount Washington this thirteenth day of November AD 1879

Signed sealed and delivered in presence of

Charles Schutt Jr

his
Charles X Schutt + Seal
mark

Recorded by
O W Whitbeck

Know all men by these presents that I H. P. Weaver of the town of Mt. Washington Co. County of Berkshire and Commonwealth of Mass. in consideration of One Hundred and twenty five dollars (125 00/100) to me paid by James T. Campbell the receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey unto him the said James T. Campbell his heirs executors administrators and assigns forever the following personal property Viz. One three year old horse called Frank the same I recently purchased of the said James T Campbell one red cow about eight years old one red and white cow known as the little heifer abt. 6 years old and one white cow about four years old to have and to hold the above mentioned and bargained property as above granted and delivered unto him the said James T Campbell his heirs executors administrators and assigns forever I do further covenant to warrant and defend the same unto him the said James T. Campbell against the lawful claims and demands of all persons whatsoever provided however it is hereby agreed to by and between the parties that whereas the said Weaver is lawfully indebted to the said James T. Campbell for the above mentioned sum One Hundred & twenty five dollars which is due in two notes of hand now if the said Weaver shall pay or cause to be paid the above notes one of Sixty two 50/100 due six months from the date of this instrument, the other of Sixty two 50/100 due one year from the date of this instrument

according to the legal tenor thereof
then this instrument shall be null & void
otherwise to be & remain in full force
& virtue and the said James L. Campbell
for his part agrees to relinquish all claims
on two of the above mentioned cows. the white
and spotted one if the Weaver promptly
pays the said note due six months hereafter
In witness whereof I the sd Henry P. Weaver
have hereunto set my hand & seal this
29th day of April One Thousand Eight
Hundred and Seventy-Eight

Henry P. Weaver

Signed & delivered \ Eunice C. Weaver
in the presence of / Frank S. Weaver

Recorded by
C. C. Whitbeck

The above mortgage was paid and ordered
to be discharged ~~and~~ from record Sept. 22. 1879

C. W. Spurr
Clerk.

Know all men by these presents that I James Lahey of Mount Washington, Berkshire County Massachusetts, in consideration of two hundred Dollars paid by Patrick Sullivan of West Stockbridge in s^d County the receipt whereof I hereby acknowledge, do hereby sell, convey & deliver to said Sullivan the following property viz: one bay horse colt about three days old, said colt being now in my possession on premises whereon I live in said Mount Washington. To have and to hold said property to said Sullivan and his assigns to his and their use and behoof forever.

The condition of this sale is as follows. Whereon on the 10th day of March 1876, I was indebted to said Sullivan in the sum of two hundred Dollars for which sum I gave my promissory note to him payable April 2nd A.D. 1878, with interest annually which note is now past due & still remains unpaid. Now if I shall pay said note & interest on or before the first day of April next then the sale shall be void — otherwise shall remain in full force & effect.

Witness my hand & seal May 29th 1878

In presence of
I Seeley

James his X mark Lahey

Recorded by
O. E. Whitbeck
Town Clerk.

To all to whom these Presents shall come,

Greeting:

Know ye, That I, Garret Chichester of the town of Mt. Washington, Berkshire County Mass. am indebted unto Wm H. Snyder of the town of Copake Col. Co. N.Y. in the sum of forty Dollars, being for money due the said Snyder. Now for securing the payment of the said debt and the interest from the date hereof, to the said Wm H. Snyder I do hereby Sell, Assign, and Transfer to the said Wm H. Snyder, all the goods, chattels and property described in the following Schedule Viz: One top buggy gearing painted red. One white sow two years old. one white sow one year old. Three spring pigs. Said property now being and remaining in the possession of the said Chichester. Provided always, and this mortgage is on the express condition, that if the said Chichester shall pay to the said Snyder the sum of Forty dollars with interest as follows, viz: on demand. the same being mentioned in a note of even date herewith which said sum and interest the said Chichester hereby covenants to pay, then this transfer to be void and of no effect; but in case of non-payment of the said sum at the time or times above mentioned, together with interest, then the said Snyder shall have full power and authority to enter upon the premises of the said party of the first part, or any other place or places where the goods and Chattels aforesaid may be, to take possession of said property, to sell the same, and the avails (after deducting all expenses of the sale and keeping of the said property) to apply in payment of the above debt.

and in case the said Snyder shall at any time deem it unsafe, it shall be lawful for him to take possession of such property, and to sell the same at public or private sale, previous to the time above mentioned, for the payment of said debt, applying the proceeds as aforesaid, after deducting all expenses of the sale and keeping of the said property. If ~~at any time~~ from any cause said property shall fail to satisfy said debt, interest, costs and charges the said Chichester covenants and agrees to pay the deficiency.

In witness whereof, I have hereunto set my hand and seal the 8th day of June in the year of our Lord one thousand eight hundred and seventy eight

Sealed and delivered in the presence of Peter N. Campbell

Garret his X mark Chichester seal

Recorded by
C. C. Whitbeck
Town Clerk

Know all men by these presents that I James Lahey of Mount Washington Berkshire County Massachusetts in consideration of four hundred Dollars paid by Dennis Donohue of Copake in the state of New York, the receipt whereof I do hereby acknowledge, do hereby sell, convey, and deliver to the said Donohue the following personal property [illegible] all the crops [illegible] & growing on my farm in said Mount Washington to wit — About twelve acres of winter Rye — ten acres of oats — 2½ acres of potatoes, and about 30 acres of meadow grass, and about ten acres of Buckwheat — To have and to hold the same to the said Donohue his representatives & assigns to his & their use and behoof forever — This sale is on the following conditions viz: I am justly indebted to said Donohue in the sum of four hundred dollars & interest thereon for which sum he holds my promissory note dated January 6. 1875. payable to him or order with interest annually at seven per cent. Now if I shall pay said sum and interest according to the tenor of sd. Note — then this sale is void — otherwise in full force & effect — Witness my hand & seal July 6. 1878.

In presence of
I Seeley

James his X mark Lahey Seal

Recorded by
O. C. Whilbeck
Town Clerk.

[illegible] was
[illegible] by Hobart D Ishiff

(over,

Whereas on the 6th day of Sept last past I gave a promissory note for fifty dollars payable to the order of Geo W. Leslie at the National Mahaiwe Bank in Sixty days after date with interest at ten per cent after de and the same was endorsed by sd George W Leslie and delivered the same to John L Dodge who now holds the said note against me
Now to secure the payment of said note to sd John L Dodge I hereby sell & deliver to sd John L Dodge the following property
All the hay & all the rye & oats & buckwheat which I have in my barn on the premises where I now live. The buckwheat is now thrashed & uncleaned in said barn
Also two pigs & one red heifer calf seven or eight months old
Now if I shall pay sd note & interest to sd John L Dodge then this sale shall be void otherwise to remain in full force
Oct 7. 1878

Witness B. Palmer

his
James X Layhe
mark

Recorded by O C Whitbeck town clerk Oct 7. 1878 at 1 o'clock 30 minutes P. M.

Know all men by these presents that I James Layhe of Mount Washington Berkshire County Massachusetts in consideration of One Hundred ~~dands~~ fifty dollars paid by Elizabeth Layhe of said Mt Washington in said County do hereby grant sell & convey and deliver to said Elizabeth the following property to wit

One Yellow & White jersey Cow about six years old One roan colored Cow about seven years old One red Cow about six years old and one red heifer Calf all of which property is now in my possession and on the premises whereon I reside in said Mount Washington Also all the rye thrashed and in the sheaf now in the barn on said premises ~~who~~ being about one hundred bushells Also eight tons of hay in said barn

To have & to hold said property to the said Elizabeth and her assigns to their use and behoof forever

The condition of this sale is as follows I am indebted to the said Elizabeth in the sum of one hundred ~~and~~ fifty dollars for which sum I have made my promissory note of even date herewith payable to said Elizabeth or order on the first day of April next with interest. Now if I shall pay said sum and interest according to the tenor of said note then this sale shall be void otherwise shall remain in full force & effect Witness my hand & seal November 2nd 1878 —

his
James X Layhe & Seal
mark

In presence of
O C Whitbeck

Recorded Nov 2 at 6½ o'clock P M
O C Whitbeck
Town Clerk

to the Center of the Tousley Brook then East in said line 163 to a stake, then Commence at the east end of said Tuamaroy's shore and build a new fence 34 Rods to Milo Smiths line.

And we do direct Each party to build said fence now standing on said line and put the same in good repair within fifteen days from the date of this instrument & we do further direct that the new fence shall be built according to law by the first day of November next.

Dated at Mt Washington this tenth day of September 1868.

Robt Campbell
L. H. Patterson
Fencerreeves of Mt Washington

Attest
Jain C. Whitbeck
Town Clerk

Partition Fence

We the Subscribers Fence viewers of Mt Washington having been complained to by Widow Betsy McIntyre and informed that the partition fence between her land and land owned & occupied by L. H. Quamoro and situated in said Mt Washington is insufficient and that a part of the way there is no fence, (the land having been occupied in common, by herself & the said Quamoro) and requests us to view said premises and assign to each their respective shares.

To certify that we notified said Quamoro and all others interested, and on Wednesday Sept. 2nd 1868. We met at the House of said Quamoro and carefully surveyed said fence and premises and after hearing all parties interested, do determine that said partition fence is insufficient and that a new fence shall be built on the East End of said line, and assign to each of said parties their share of said fence to build and repair as follows to wit said Quamoro's share of said fence shall commence at the east line of the Highway passing his house, then East in said line fence 204 feet to a stake; commence again 163 feet East of the Tousley brook then East in said line fence 39½ rods to the East End of a stone wall now standing in said line, from thence to build a new fence in said line East 34 rods to a heap of stones

Betsy McIntyre's share of the fence shall commence at a stake in said line 204 feet East of the east line of the highway then East in said line 33 rods

Know all men by these presents that whereas my Daughter Fannie Lahey has this day paid to John Brewer the sum of Eighty 88/100 dollars for me that being the amt due on a note Sd Brewer held agt me and delivered to me Sd note; and I have this day given Sd Fannie Lahey my note for Sd Eighty 88/100 dollars payable on demand with interest at seven per cent and as security for the payment of Sd note I hereby sell and convey unto Sd Fannie Lahey one bay horse and one arabian mare they being the same I now have & use also one bay Colt about six months old - all of Sd property being now subject to a mortgage given by me to Patrick Sullivan - Now if I shall pay the Sd Fannie Lahey the note given to her as above stated with the interest which shall accrue thereon then this sale to her shall be void. otherwise to remain in full force Dec. 9th 1878 -

Witness B Palmer } James his X mark Lahey

Recorded by
O. C. Whitbeck

To all to whom these presents shall come Greeting

Know ye that I Grove S Storey of Mount-Washington Massachusetts am indebted unto H. S. Sawyer of Derby Connecticut in the sum of Six hundred and fourteen dollars being for two notes, one bearing date June 1st 1874 and ~~one~~ given for three hundred dollars to said Sawyer or Bearer on demand and one for two hundred and twenty four dollars dated August - 1st 1878 made payable to said Sawyer or bearer on demand

Now for securing the payment of said debt and interest from the date hereof to the said Sawyer all the goods chattels and property described in the following Schedule, viz, One grey colt four years old, one dark brown grey colt 3 years old, one grey colt 3 years old, one brown horse, one spotted cow, one yellow cow, one dun & white cow, one red cow, one white heifer, one light brown cow, four calves 15 tons of hay, 300 bundles of rye, my undivided half of 3 acres of Corn, my undivided half of 8 acres of Buckwheat, one two seated wagon, one buggy wagon painted red, one buggy wagon painted black, one double harness one single harness, one lumber wagon, one single sleigh one buckeye mowing machine, all the above property is now on my farm in Mount Washington Said property now being and remaining in ~~my~~ possession of me the said Grove S Storey

Provided always, and this mortgage is on this express condition that if the said Grove S Storey shall pay to the said H S Sawyer the notes before mentioned with interest on demand, which said sum and interest the said Grove S Storey hereby covenants to pay, then this transfer to be void and of no effect, but in case of non payment of the said sums at the time or times above mentioned together with interest, then the said H S Sawyer shall

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have full power and authority to enter upon the premises of the party of the first part or any other place or places, where the property may be found and take possession of said property, to sell the same, and the avails (after deducting all expenses of the sale and keeping of said property) to apply in payment of the above debt, and in case the said H. S. Sawyer shall at any time deem the security unsafe it shall be lawful for him to take possession of such property, and sell the same at public or private sale previous to the time above mentioned for the payment of said debt applying the proceeds as aforesaid after deducting all expenses of the sale and keeping of said property. If from any cause said property shall fail to satisfy said debt interest & cost and charges the said Grove S Noony covenants and agrees to pay the deficiency. In witness whereof I have hereunto set my hand and seal the twenty third day of September in the year of our Lord one thousand eight hundred and seventy eight.

Sealed and delivered in presence of
Orrin C Whitbeck

Grove S Noony & Seal

Recorded by
J. E. Whitbeck
Town Clerk

Received for record
Sept 23d 1878

Dec 28. 1878

Derby Ct 1879

I H. S. Sawyer hereby discharge all my claim to one grey colt the same being described in a mortgage given me by G. S. Nooney bearing date Sept. 23, 1878 and recorded in ~~the~~ Book No. 1 pages 139 & 140 of the book of mortgages in the Town Clerks office of Mt Washington

H. S. Sawyer

Recorded by Chas Spurr
Town Clerk

I William H. Earle of Mt Washington Berkshire County Massachusetts in consideration of fifty dollars paid by Herbert C Joyner of Great Barrington in said County do convey to the said Joyner one bay colored mare about ten years old being the same now in my possession in said Mt Washington

This sale is upon this condition that whereas said Joyner has become responsible as surety in an appeal taken by said Earle & Mrs Harriet Earle from a judgement against them recovered in the District Court of Southern Berkshire on the Eleventh day of January A.D. 1879 by Lauren W Culver to the Superior Court Now if said William H & Harriet shall save said Joyner harmless from all costs or loss on account of his said liability then this shall be void

Witness my hand this fourteenth day of January A D 1879.

Wm H Earle

Executed in presence of Sarah A Berry

Recorded Jan 17th 1879 at 6 o'clock P.M.

O. C. Whitbeck
Town Clerk

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I Permelia Scutt wife of Charles Scutt of Mount Washington Berkshire County and State of Massachusetts declare & publish that I have been and am now doing business in my own name by carrying on farming and other business owning cattle & sheep swine horses and other property needful to be used about a farm, and all other property that I may require in any busin
Dated at Mt Washington Jan 29, 1879

Witness
E C Scutt

Permelia X Scutt
mark

I Charles Scutt hereby consent and agree that my wife Permelia Scutt may transact business in her own name and have all the benefits arising therefrom
Mt Washington Jan 29, 1879

Witness
O. C. Whitbeck

Charles Scutt

Recorded Jan 30, 1879 at 8 o'clock A.M.

O. C. Whitbeck

I Garret Chichester of Mt Washington Berkshire County Mass in consideration of fifty dollars paid by Warren McIntyre of Mt Washington aforesaid do sell and convey unto the McIntyre one Gray Mare. The same that I bought of Foster H Benjamin said mare is sold upon upon condition that if I shall pay my certain note of even date herewith given to said McIntyre for fifty dollars and interest on demand according to the legal tenor thereof then this instrument to be void otherwise to be in full force

Dated at Mt Washington the 22nd February A. D. 1879

Signed sealed and delivered in presence of Fred Chichester

Garret Chichester + seal

Recorded Feb 22nd 1879 at 7 o'clock P. M.

O C Whitbeck Town Clerk

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Proclamation

I Lucy M. Race wife of Martin Race of Mt. Washington Berkshire County Mass hereby publish and declare that I have been, and am now, carrying on farming in this town owning cattle horses swine wagons plows and other property needful to be used on and about a farm, and the proceeds arising therefrom are my own individual property

Mt Washington Feb 10. 1874

Witness
Gilbert Race

Lucy M Race

I Martin Race hereby consent and agree that my wife Lucy M Race may transact business in her own name and have all the benefits arising therefrom

Mt Washington Feb 10 1874

Witness
Gilbert Race

Martin Race

~~Commonwealth of Massachusetts~~
~~Berkshire ss~~

Know all men by these presents that I William H Earle of Mount Washington Berkshire County Mass — In consideration of Eighty Eight dollars to me paid by Laura W Culver of same place the receipt whereof I do hereby acknowledge do bargain sell and deliver to her the said Laura W. the following property (to wit)

One bay mare — one two year old heifer Seventy five cords of wood lying west of my house. The said Laura W to have hold and possess the said property to her ~~herself~~ her assigns to their use and behoof forever — The foregoing sale is on this condition that if the said Wm H Earle shall pay to the said Laura W or her assigns his note dated February 22 1879 for the sum of Eighty Eight dollars with interest six months from date thereof then the sale is void otherwise in full force and effect —

In witness whereof I have hereto set my hand this twenty second day of February A D 1879

In presence of
J Dewey

Wm H Earle

Recorded Feb 22, 1879 at 7 o'clock P.M.

Know all men by these presents that I
H. P. Weaver of Mount Washington, Berkshire
Co. State of Massachusetts, Gentlemen:
In consideration of Fifty Dollars to me paid
by David P. Turner of Mount Washington,
The receipt whereof is thereby acknowledged
I have granted bargained and sold and by
these presents do grant, bargin and sell unto
the said David P. Turner the following
articles of personal property, to wit:
One white farrow cow 5 years old
One brown brocle face cow 3 years old
One brown white faced steer 2 years old
One red steer 2 years old
One line back, heifer 2 years old
All and singular the goods and chattles wares
and effects and merchandise, mentioned and con-
tained in the schedule hereto annexed, to have
and to hold all and singular, the said property
unto the said D. P. Turner his executors
administrators and assigns to his and their sole
use forever. And I the said H. P. Weaver,
for myself, my executors and administrators
do covenant, to and with the said D. P. Turner
his executor, administrator and assigns that
I am lawfully possessed of the said personal property,
as of my own property, that the same are free
from all encumbrances, and that I will and
my executors &c. shall warrant and defend
the same to the said D. P. Turner his
executors &c. against the lawful claims and
demands of all persons. Provided ~~nevertheless~~
nevertheless, that, if the said H. P. Weaver his
executor or administrator shall well and truly
pay unto the said D. P. Turner, his ~~executor~~
administrator, and assigns, a certain note

baring date, April twenty eight 1879, payable one year from date, (which this Mortgage is given to secure) then this conveyance shall be void otherwise to remain in full force and effect And provided also that until the default by the said Weaver his executors or administrators in the performance of the conditions aforesaid it shall and may be lawful for him or them to keep possession of the said granted property and to use and enjoy the same; but if the same or any part thereof shall be attached at any time before payment &c, by any other creditor or creditors of the said Weaver's or if the said Weaver his executors or administrators shall attempt to sell the same, or any part thereof without notice to the said H. P. Sumner his executors, administrators or assigns, and without his consent or their assent to such sale in writing express'd then it shall be lawful for the said H. P. Sumner his his executors or assigns to take immediate possession of the whole of said granted property to his and their use.

In testimony whereof I ~~have~~ the said H. P. Weaver have hereunto set my hand and seal this twenty eighth day of April in the year one thousand eight hundred and seventy nine.

Mount Washington April 28th 1879

In the presence of
Sarah A. Sumner

Henry P Weaver
L S

Recorded May 2. 1879
at 5.30 P.M. by
Chas W. Spurr
Town Clerk

I Garret Chichester of Mount Washington Berkshire County, Massachusetts, am indebted to Warren R. McIntyre of said Mt. Washington in the sum of Two Hundred dollars, now for the payment of the same I hereby sell and transfer the following described personal property - (to wit) One grey mare the same that I bought in Connecticut. One grey mare and suckling colt the same I bought of F. K. Benjamin, one single harness, one one horse wagon, The above property is sold subject to my right of redemption if I shall pay said sum of Two Hundred dollars with interest on the same by the first day of April next, in which case this bill of sale is to be of no effect.

Mt. Washington June 3 1879.

witness
C. C. Whitbeck,

his
Garret + Chichester
mark

Recorded June 3, 1879 at 8 o'clock P. M.

Chas. W. Spurr
Town Clerk

Know all men by these presents that I, Cornelius Brazie of Mt. Washington Massachusetts. In consideration of Sixty Dollars paid by John Fellows and Asa Martin, merchants under the firm name of Fellows & Martin of Cobsake New York. The receipt thereof I do hereby acknowledge, bargain, sell and deliver to the said Fellows and Martin the following property: to wit, The span of horses I now own, being the same that I have owned the year past, One lumber wagon and one double harness the same property now being in my possession.

The said Fellows & Martin to have, ~~and~~ hold and possess the said property to them and their assigns use and behoof forever. The foregoing sale is upon this condition that if the said Cornelius Brazie shall pay to the said Fellows & Martin his note dated December 2nd, 1878 for the sum of fifty five dollars with use, and given to David Melino or bearer (the said Fellows & Martin now being the owners of said note) then this sale is to be void otherwise to be in full force. In witness whereof I have hereunto set my hand this fifth day of July A. D.

In presence of

O. C. Whitbeck Cornelius Brazie

Recorded by Chas. Spurr, Town Clerk.

July 14. 1879.

Know all men by these presents, that I, George S. Wooney of Mt. Washington Mass, In consideration of Seven Hundred dollars, paid by Ha. S. Sawyer of Derby Connecticut the receipt whereof I do hereby acknowledge do hereby give, grant, sell and convey unto the said Ha. S. Sawyer or his assigns the following discribed property, to wit;

All the hay gathered and in my barn also all hay to be gathered now on my farm. About four acres of oats, one undivided half of three acres of rye, one undivided half of six acres of buckwheat one acre of potatoes and one acre of beans, all the property now being on the farm I now occupy. This sale is upon this condition that if I shall pay two certain notes, one for Three Hundred dollars on demand, dated June 1st 1874, and one for Two hundred and twenty four dollars on demand dated August 1st 1878, given to the said Sawyer or bearer, according to the legal tenor thereof, then this instrument to be void, otherwise to be in full force. In witness whereof I have hereunto set my hand this fifth day of August A. D. 1879.

Witness O. G. Wittock G. S. Wooney

Entered for record Aug. 5. 1879 at 10:30 A.

Recorded Aug. 19. 1879 at 7 o'clock and 37 min

Chas. Spurr
Town Clerk

Know All Men by these Presents that I, Charity Merchant of Mount Washington, Widow in consideration of Twenty seven dollars to me paid by David P. Turner, of Mount Washington the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain and sell unto David P. Turner, the following articles of personal property to wit: One Molley cow or cow without horns one red cow, with high horns, to have and to hold all and singular the said cows unto the said D. P. Turner his Executors, administrators and assigns to his and their sole use forever. And I the said Charity Merchant for myself my Executors, administrators and assigns do covenant to and with the said David P. Turner, his executors administrators, and assigns that I am lawfully possessed of the said cows as of my own property, that the same are free from all encumbrances, and that I will and my Executors &c shall warrant and defend the same to the said David P. Turner his executors and assigns, against the lawfull claims and demands of all persons. Provided nevertheless that if the said Charity M her executors or administrators, shall well and truly pay unto the said David P. Turner his Executors, administrators and assigns, a certain note bearing date, Sept 1. 1879, payable on demand the amount of Twenty seven dollars with interest then this covenance shall be void otherwise to remain in full force and effect And provided also that until default by the said Charity Merchant her heirs Executors assigns or administrators in the performance of the conditions aforesaid it shall be lawfull for her ~~or~~ or them to keep possession of the said granted property and to use and enjoy the same.

but if the same or any part thereof shall be attached at any time before payment &c. by any other creditor or creditors of the said C. Merchant or if the said Charity her executors or administrators shall attempt to sell the same or any part thereof without notice to the said H. P. Turner his executors, administrators, or assigns and without his or their ~~consent~~ assent to such sale, in writing expressed then it shall be lawful for the said H. P. Turner his executors &c. to take immediate possession of the whole of said property to his use and their own use

In testimony whereof I the said Charity Merchant have hereunto set my hand and seal this first day of September One Thousand Eight and Seventy nine.

Mount Washington Sept 1879.

In presence of as witness
Sarah A. Turner.

Charity Merchant (L S)

Received for record
Sept 6. 1879

Recorded by
Chas. W. Penn
Town Clerk.
Dec. 31. 1879.

Know all men by these presents that I Quin C. Whitbeck of Mt. Washington Mass. in consideration of One Thousand dollars paid by Frank B. Schutt of said Mt. Washington, the receipt whereof I do give grant, sell, and deliver unto the said Frank the following described personal property. (to wit):
All the hay being in the barns and cornhouse of said Schutt, All the oats and rye in the bunds or otherwise and all the straw in said barns.
All the buckwheat now being on the Merchant Estate and Willard farm, all the corn on said Merchant estate, also all the corn on said Schutt farm. One yoke of steers, three cows, two three and one year old respectively, two yearlings, two spring calves, Eight swine, one black horse, one bay horse, one bay mare being the same that I have driven in my teams this fall, - two three seated wagons one four seated wagon, one top buggy, one side spring buggy, one lumber wagon one ox cart one tandem sleigh one cutter, one sled cutter three double harnesses, two single harnesses, one threshing machine & horse power, one horse rake the plows harrows, scrapers, chains, blacksmith tools &c. which are now in the barn of said Schutt.
The conditions of this sale are such that whereas said Whitbeck is indebted to the said Schutt in the sum of One Thousand dollars, now therefore if the said Whitbeck pay the said Schutt his indebtedness with interest on demand then this instrument is to be void otherwise to be and remain in full force and virtue In witness whereof I have hereto set my hand and seal this thirtieth day of September A.D. 1879.

Witness.

Arthur Whitbeck. Quin. C. Whitbeck (seal)

Recieved for record Sept 30. 1879 at seven o'clock P.M.
Recorded Nov. 3. 1879 at 12 o'clock 30 min P.M

Chas Spurr
Clerk of Mt W.

To Milo H. Knickerbacker of Sheffield (otherwise of Mount Washington) Berkshire County Massachusetts. You are hereby notified that it is my intention to foreclose the personal property mortgage given by you to me dated the 29 day of March A.D. 1879 and recorded in the Town Clerks office in said Sheffield in book No. 4 page 5 for a breach of the conditions of said mortgage.

Henry R. Spurr.

Berkshire SS.

I John C. Smith Deputy Sheriff do depose and say that I this 6th day of October A.D. 1879 gave the said Milo H. Knickerbacker in hand a true copy of the above notice.

John C. Smith. Deputy Sheriff

Subscribed and sworn to before me.

Orin C. Whitbeck.
Justice of the Peace

Rec'd at 10.30 o'clock Am. Oct 7. 1879.
Recorded Nov 3. at 1. o'clock P.M.

C. Spurr Town Clerk

Know all men by these presents that I, Milo H. Knickerbacker of Mt. Washington, Berkshire County Mass. in consideration of thirty dollars to me paid by Peter Cassidy of Sheffield of said County the receipt whereof I do hereby acknowledge, do grant, bargain, sell and convey unto the said Cassidy the following personal property, viz: One brindle cow, one red calf six months old one breeding sow one year old, one sorrel mare ten years old one lumber wagon one mowing machine (union) ten acres of rye on the ground; all said property being now in my possession in said Mt. Washington to have and to hold the said property to him the said Peter Cassidy his heirs and assigns forever. The foregoing sale is on this conditions that if whereas I am justly indebted to the said Peter Cassidy in the sum of thirty dollars. for which sum I have given my promissory note of even date herewith, payable to said Cassidy or order on demand, with interest at six per cent, now if I shall pay said note and interest according to the teror thereof then this sale is void; otherwise to remain in full force and virtue.

Witness my hand this 13th day of October A.D. 1878

M. H. Knickerbacker.

Recorded Nov. 3. 1878 at 10 o'clock 15 min A.M.

C. W. Spurr Town Clerk.

To all to whom these Presents shall come, Greeting:
Know ye, that I, Barton Buckbee, of the town of Mount Washington, Berkshire County, and State of Massachusetts of the first part, for securing the payment of the sum hereinafter mentioned, and in consideration of the sum of one dollar, to me in hand paid at or before the ensealing and delivery of these presents, by William R. Snyder of Copake New York, of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and assigned, and by these presents do grant, bargain, sell and assign unto the said party of the second part, all that personal property; to wit; one roan mare, one buckskin mare and one set of double team harness, — now remaining and being in possession of the party of the first part, to have and to hold, all and singular, the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators and assigns forever. And the said party of the first part for himself and his heirs, executors and administrators, all and singular the said goods and chattels above bargained and sold unto the said party of the second part, his Executors, administrators and assigns, against the said party of the first part, and against all and every person or persons whomsoever, shall and will Warrant and by these presents forever Defend.

Upon condition, that if the said party of the first part shall and do well and truly pay, or cause to be paid unto the said party of the second part, his ~~heirs~~ Executors administrators or assigns, the sum of fifteen dollars and interest on the same from June 1st 1889, as appears on a certain note, made by the party ~~of~~ of the first ~~part~~ to the party of the second, in two months from the date of this instrument, then these presents and everything herein contained, shall cease and be void. And the said party of the first part, for his executors, administrators

and assigns, do hereby covenant and agree to and with the said party of the second part, his executors administrators and assigns to make punctual payment of the money hereby secured. And in case default shall be made in payment of the said sum above mentioned, or in case the said party of the second part shall sooner choose to demand the said goods and chattels, it shall and may be lawful for, and the said party of the first part do hereby authorize and empower the the said party of the second part, his executors administrators and assigns, with the aid and assistance of any person or persons, to enter and come into and upon the dwelling house and premises of the said party of the first part and in such other place or places as the said goods and chattels are or may be held or placed, and take and carry away the said goods and chattels to sell and dispose of the same for the best price they can obtain, at either public or private sale, and out of the money to retain and pay the said sum above mentioned, with the interest and expenses and charges thereon, rendering the overplus (if any) unto the said party of the first part, his executors, administrators and assigns. And until default be made in the payment of the aforesaid sum of money, the said party of the first part to remain and continue in quiet and peaceable possession of the said goods and chattels and the full and free enjoyment of the same, unless the said party of the second part, his executors, administrators or assigns, shall sooner choose to demand the same; and until such demand be made, the possession of the said party of the first part shall be deemed the possession of an agent or servant for the sole benefit and advantage of his principal, the said party of the second part.

In witness whereof, the said party of the first part hat hereunto set his hand and seal this eleventh day of November one thousand eight hundred and seventy nine

Sealed and delivered
in the presence of,
William Wright

Barton Buckbee (L.S.)

County of Columbia ss.
On this eleventh day of November 1879 before me came Barton Buckbee, personally, to me known to be the person discribed in and who executed the foregoing instrument and he acknowledged that he executed the s

William Wright,
Justice of the Peace.

Filed for record the 12 day of November 1879
at 7 o'clock 37 min A. M.
Recorded November 28. 1879

Chas. W Spurr,
Clerk of Mount Washington

Know all men by these Presents. That I, Warren R. McIntyre of Mount Washington, Berkshire County Massachusetts, in consideration of Six Hundred and three dollars to me paid by Eugene McIntyre of Ancram New York, the receipt whereof I do hereby acknowledge, do bargain, sell and deliver to the said Eugene the following property viz: Three Cows, Two Calves - Two Horses (one brown & one sorrel) One lumber wagon - Two plows One Harrow - one double harness, - One half of the hay contained in the Goodfell barn being seven tons more or less. All of the hay and grain contained in the barns on the place where I now live. also potatoes in my cellar being one hundred bushels more or less. All of the above property being now in my possession in said Mt Washington The said Eugene and his heirs to have hold and possess the said property to his and their assigns, to their use and behoof forever. The foregoing sale is on this condition, that if the said Warren R. shall pay to the said Eugene or his assigns a certain note dated December 4, 1879, payable on demand, for six hundred & three dollars, with interest at 6 per cent, then this sale is void, otherwise in full force and effect.

In Witness Whereof I have hereto set my hand this fourth day of December in the year One Thousand Eight Hundred and Seventy nine

In Presence of
Frank H. Wright
Orrin L. Whitbeck

Warren R. McIntyre

Received and recorded December 8. 1879.

Chas W Spurr.
Town Clerk.

The above mortgage was ordered discharged on the 22nd day of March 1880 By Eugene McIntyre

Know all Men by these Presents, That I, Linus Melius of Mount Washington, Berkshire County Mass. in consideration of Sixteen Dollars to me paid by David P. Turner of said Mt Washington the receipt whereof I do hereby acknowledge, do bargain sell and deliver to the said David, the following property viz: One Black Cow four years old.

Being now in my possession in said Mt. Washington. The said David P. Turner and his heirs to have, hold and possess the said property to his and their assigns, to their use and behoof forever. The foregoing sale is on this condition that if the said Linus Melius shall pay to the said David P. Turner, or his Assigns a certain note dated February 21 1880, for Sixteen dollars, payable on demand, with use within three Months from the date thereof then this sale is void otherwise in full force and effect.

In witness whereof I have hereunto set my hand this second day of February in the year One Thousand Eight Hundred and Eighty

In Presence of

C. W. Spurr.

Linus Melius

Recieved for record at 5 o'clock 10 min P.M. February 2. 1880.

Recorded February 21. 1880. by

Chas. Spurr,
Town Clerk.

I Milo H. Knickerbacker of Mount Washington, Berkshire County, Massachusetts, am indebted to Abram Schutt of said Mt Washington in the sum of Twenty six Dollars, the same being in a certain note of even date with this instrument — Now for the securing of the same I the said Milo H. hereby sell and transfer the following personal property, the same being now in my possession, one brindle cow nine years old, one red yearling heifer, one yearling heifer, black, and one bay horse, the same being the one I bought of said Schutt. Now if I shall pay said note according to the legal tenor thereof then this sale shall be void otherwise to be and remain in full force

Mt Washington Sept 20 1880

Milo H. Knickerbacker

Witness: O. C. Whitbeck.

Recorded Sept. 20 1880. at 8 o'clock, 50 min P M

by C. M. Spurr.
Town Clerk

The above Mortgage was ordered to be discharged Nov 25, 1880

Chas M Spurr Town Clerk

Commonwealth of Massachusetts. Berkshire ss.
To the Sheriff of the said County of Berkshire, or either of his deputies, or the Constable of any Town of, and within said County, or to any or either of them, Greeting:

In the name of the Commonwealth of Massachusetts you are required to attach the goods or estate of David Melius of Cohoes in the County of Columbia and State of New York, to the value of Fifty Dollars, and for the want thereof to take the body of the said Deft. (if he may be found in your precinct) and him safely keep, so that you have him before our District Court of Central Berkshire to be holden at Pittsfield, in said County, on Saturday, the twentieth day of November inst. at nine o'clock in the forenoon, then and there to answer unto William Wright of said Cohoes in an action of Contract.

And the Plff. says the Deft made a promissory note payable to the Plff or order, a copy of which is hereto annexed — and the Deft owes the Plff the amount of said note and interest thereon

Copy of note

$17 50/100 Glover Vt. Feby 19th 1880 —

Thirty days after date I promise to pay to the order of William Wright Jr. at the Glover Plain National Bank Seventeen and 50/100 Dollars,
Value received. David Melius.

To the damage of said Plff. (as he says) the sum of Fifty Dollars, as shall then and there be made to appear with other due damages.

Hereof fail not and make due return of this writ, with your doings therein

Witness Joseph Tucker Esqr. Justice of said Court, at Pittsfield, aforesaid, the fifth day of November in the year of our Lord one thousand Eight hundred and eighty, and seal of said Court

Walter B Smith
Clerk of said Court

Berkshire SS November 8 1888 (163

By virtue of this writ I have attached all the hay (except two tons) in the barns owened or occupied by the within named David Melius in the town of Mount Washington in the the County of Berkshire.

W. W. Langdon. deputy Sheriff

The with in is a true copy of the writ and the foregoing is a true copy of my return thereon so far as the same relates to the attachment of Personal Estate which cannot be immediatly removed

Attest

W. W. Langdon deputy Sheriff

Recorded nov 12, 1888

Char Spurr Town Clerk of Mt Wa.

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